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June 24, 2096RAL MARITIME COM.

Federal Maritime Commission 800 North Capitol Street, N W Washington, D C 20573 Attn Office of the Secretary Attn Karen V Gregory

> Igor Ovchinnikov, et al, v Michael Hitrinov a/k/a Michael Khitrinov, et al Re FMC Docket 15-11

Kairat Nurgazinov, v Michael Hitrinov a/k/a Michael Khitrinov, et al FMC Informal Docket 1953(I)

Dear Ms Gregory

I represent the Complainants in the above referenced matters.

Attached, please find an original and five copies Complainants' Response to Respondents' Motion for Judgment on the Pleadings and Appendix Respondents have been additionally served herein via First Class Mail

We thank the Commission for its continued courtesy and consideration

Respectfully Submitted,

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BEFORE THE FEDERAL MARITIME COMMISSION

ORIGINAL

FILED

**DOCKET NO. 15-11** 

JUN 24 2016

Federal Maritime Commission IGOR OVCHINNIKOV, IRINA RZAEVA, and DENIS NEKIPETTO THE Secretary

-vs -

MICHAEL HITRINOV a/k/a
MICHAEL KHITRINOV,
EMPIRE UNITED LINES CO., INC., and CARCONT, LTD.

**INFORMAL DOCKET NO. 1953(I)** 

KAIRAT NURGAZINOV,

-vs -

MICHAEL HITRINOV a/k/a
MICHAEL KHITRINOV,
EMPIRE UNITED LINES CO., INC., and CARCONT, LTD.

# COMPLAINANTS' RESPONSE TO RESPONDENTS' MOTION FOR JUDGMENT ON THE PLEADINGS

Pursuant to Rules 69 and 70 of the Federal Maritime Commission's Rules of Practice and Procedure 46 C.F.R. 502 *et seq*, Complainants, by their Counsel, Marcus A. Nussbaum, Esq respectfully submit this brief in Response to Respondents' Motion for Judgment on the Pleadings.

# **LEGAL BASIS FOR THIS RESPONSE**

As set forth below, Respondents' instant motion must be denied in that the Respondents have *abjectly failed* to demonstrate *prima facie* entitlement to Judgment on the Pleadings.

# **NATURE OF CLAIM**

This action arises out of Respondents' numerous violations of the Shipping Act of 1984, 46 U S C §40101 et seq , in that after Respondents had shipped certain automobiles owned by

Complainants from the United States to Kotka, Finland, where they were to have been released to Complainants as purchasers, said automobiles were instead converted, sold, and unlawfully released by Respondents to third parties at a location owned by or within Respondents' control. Additionally, Respondents unlawfully exercised maritime liens against Complainants' automobiles.

# STATEMENT OF FACTS

Complainants respectfully rely upon the findings of fact made by the Commission in its Notice of Default and Order to Show Cause of March 30, 2016. For purposes of brevity, said findings of fact are incorporated by reference hereto and made a part hereof, as if fully set forth herein, and together with the factual allegations set forth in Complainants' instant Complaint, must be taken as true by the Presiding Officer for the purpose of deciding Respondents' instant motion.

See, LaChapelle v. Berkshire Life Ins. Co., 142 F.3d 507, 508 (1st Cir 1998)

# NATURE OF RESPONDENTS' RELIEF REQUESTED

Respondents have asked the Presiding Officer to dismiss Complainants' instant Complaint by reason of the following (1) an alleged lack of subject matter jurisdiction over the Complaint herein, (2) an alleged lack of standing to seek reparations resulting from Respondents' violations of the Shipping Act of 1984, 46 U S C §40101, *et. seq* (the "Shipping Act"), and (3) an alleged failure of the separately interposed and now consolidated Complaints at bar to state a claim upon which relief may be granted.

### **ARGUMENT**

# The Complainants Have Standing to Bring on Their Instant Claims

Respondents' myopic analysis of cases regarding who may assert claims for violations of the Shipping Act wholly ignores a crucial fact, to wit. that the Complainants herein, although not identified as shippers of record on various shipping documents proffered by Respondents, were directly injured as a result of the Respondents' violations of the Shipping Act In the first instance, it is not the standing of Complainants to file complaints that raises serious questions herein. Rather it is the subject matter of the activity complained of, that raises questions, namely, whether Respondents' conduct falls within the purview of the sections of the 1984 Act alleged to have been violated. See, Sea-Land Dominicana, S.A. And Sea-Land of Puerto Rico, Inc. v. Sea-Land Service, Inc., 1992 Wl 231208, 26 S.R.R 578 (FMC 1992)

Section 11(a) of the 1984 Act, 46 U S C app § 1710, provides that "any" person may file a complaint to allege a violation of the Act and may seek reparation for any injury caused as a result of that violation. A contractual relationship between the parties is not required to support a complaint under section 11(a) of the 1984 Act. For the purpose of standing, it is sufficient for complainant to allege injury and charge the respondent with its cause. See, Cargill, Inc. v. Waterman Steamship Corp., 21 S.R.R. 287, 300 (1981) (emphasis added), (supplier to shipper has standing to file complaint under section 22 of the 1916 Act even if not alleging injury to itself), see also, Chilean Nitrate Sales Corp. v. Port Of San Diego, San Diego Unified Port District, 1988 WL 340644, FMC No. 1582(I), (By the Commission April 29, 1988) (Order of Remand), Streak Products, Inc. v. UTI, United States, Inc., 2013 WL 9808687, FMC No. 13-04 (ALJ October 23, 2013) (Order Denying Respondent's Motion to Dismiss)

# The Commission Has Subject Matter Jurisdiction over the Complaint

# The Presiding Officer Has Twice Ruled That Subject Matter Jurisdiction Exists

To the extent that Respondents argue that this dispute is outside of the subject matter jurisdiction of the Commission, in the first instance, the question of whether or not the Commission has jurisdiction over this matter has already been answered twice, in the affirmative First, in the Presiding Officer's Order Denying Respondents' Motion for Stay, dated April 27, 2016 (See

Appendix "A"), and second, by the Presiding Officer during the telephonic conference and ensuing ruling on May 3, 2016

Despite the Presiding Officer having twice found that subject matter jurisdiction exists herein, Respondents flagrantly disregard the Presiding Officer's Orders by interposing arguments on the issue of subject matter jurisdiction which are twofold. (1) that Respondents were not acting as an NVOCC with respect to the shipments at issue, and (2) that there is no shipper-carrier relationship between Complainants and Respondents. As set forth in detail below, these arguments fail both on the facts and on the law

#### Standard of Review

It is well settled that the Federal Rules of Civil Procedure will be followed in instances that are not covered by the Commission's Rules, to the extent that application of the Federal Rules is consistent with sound administrative practice See, 46 C.F.R. § 502.12 See, Edaf Antilles, Inc. v. Crowley Caribbean Logistics LLC, 33 S.R.R 710, 716 (ALJ, Admin Final 2014), ("As the Commission's Rules do not address motions to dismiss for lack of subject matter jurisdiction or failure to state a claim, Federal Rules 12(b)(l) and 12(b)(6) apply in this case)

The Commission Has Subject Matter Jurisdiction Over Complainants' Instant Claims In That Respondents Are Regulated Entities By the Commission and The Complaints Allege Violations of the Shipping Act

### The Shipping Act of 1984

Complainants filed their Complaint pursuant to § 41301 of the Shipping Act, which provides that "A person may file with the Federal Maritime Commission a sworn complaint alleging a violation of this part, except section 41307(b)(1) If the complaint is filed within 3 years after the claim accrues, the complainant may seek reparations for an injury to the complainant caused by the violation." The Complaint alleges that Empire United Lines Co Inc is in the business of providing services as an ocean transportation intermediary, and operates as a non-

vessel operating common carrier ("NVOCC"), licensed by the Federal Maritime Commission as such under license number 012052

# Ocean Transportation Intermediary (OTI)

The Act defines and regulates a number of different types of entities that are involved in the international shipment of cargo by water, including two kinds of ocean transportation intermediaries "The term 'ocean transportation intermediary' means an ocean freight forwarder or a non-vessel-operating common carrier" 46 U S C § 40102(19) "The term 'non-vessel-operating common carrier' means a common carrier that -- (A) does not operate the vessels by which the ocean transportation is provided, and (B) is a shipper in its relationship with an ocean common carrier "46 U S C § 40102(16) To be an NVOCC on a shipment, the intermediary must meet the Act's definition of "common carrier"

#### **Common Carrier**

The term "common carrier" -- (A) means a person that -- (i) holds itself out to the general public to provide transportation by water of passengers or cargo between the United States and a foreign country for compensation, (ii) assumes responsibility for the transportation from the port or point of receipt to the port or point of destination, and (iii) uses, for all or part of that transportation, a vessel operating on the high seas or the Great Lakes between a port in the United Slates and a port in a foreign country 46 U S C § 40102(6)

As summarized by the District of Columbia Circuit:

"Both OFFs [ocean freight forwarders] and NVOCCs are intermediaries between (i) shippers, who seek to export cargo, and (ii) ocean carriers, who physically cany the cargo on their vessels. An Ocean Freight Forwarder is "a person that. dispatches shipments from the United States via a common carrier and books or otherwise arranges space for those shipments on behalf of shippers," and "processes the documentation or performs related activities incident to those shipments." In practice, that typically means that the OFF "secures cargo space with a shipping line (books the cargo), coordinates the movement of cargo to shipside, arranges for the payment of ocean freight charges," and provides other "accessorial services" such as arranging insurance, trucking, and warehousing." OFFs

receive compensation from both the shipper and the carrier" <u>See, Landstar Express</u> <u>America, Inc. v. FMC</u>, 569 F 3d 493, 494-495 (D C Cir 2009)

To prove a violation of Section 41104(10) of the Shipping Act of 1984, first, a complainant must establish that the respondent is a common carrier within the meaning of the Act. Second, a complainant must establish that the common carrier unreasonably refused to deal or negotiate with the complainant. "This requires a two-part inquiry whether [the common carrier] refused to deal or negotiate, and, if so, whether its refusal was unreasonable." See, Global Link Logistics, Inc. v. Hapag-Lloyd Ag, 2014 WL 5316345, FMC No 13-07 (ALJ April 17, 2014) (Initial Decision Granting Respondent's Motion to Dismiss)

It is respectfully submitted that the facts as pleaded in the Complaint, speak for themselves on this issue. It is undisputed that Respondents EUI and Hitrinov are "a common carrier". As set forth in detail in the Complaint, the Complainants contacted Respondents to obtain release of the vehicles. Subsequent thereto, the Respondents not only refused to release the vehicles, but stated that the vehicles would not be released due to an alleged loan to Mr. Kapustin, completely unrelated to the ocean freight for these vehicles. After Complainants' multiple requests and attempts to obtain release of the vehicles, the Respondents then converted the subject automobiles and sold them to third parties.

# Complainants were the Owners of the Cargo Shipped by Respondents

Respondents continue to make failed claims that Complainants were not the owners of the cargo being transported, to wit: the subject automobiles Respondents' claims are, however, grossly belied by unassailable documentary evidence, in the form of invoices executed by G-Auto Sales Inc., the sellers of the subject vehicles (Annexed hereto as Appendix "B"), as well as the records of wire transfers executed by Complainants reflecting payment for the subject vehicles (Annexed hereto as Appendix "C") Further, Respondents' apparent disavowal of knowledge or information concerning the purchase of the subject vehicles by Complainants from G-Auto Sales

Inc ("G-Auto") is palpably irrelevant in that there exists no reason as to why Respondents, who were consigned to have acted merely as the shipper of said automobiles would have such information in the first instance

Respondents have falsely, fraudulently, and disingenuously claimed the existence of an alleged 'joint venture' between EUL and Mr Hitrinov, and a specious entity euphemistically referred to by Respondents as the "Global Auto Enterprise" In so doing, Respondents have sought to conflate what were and are *completely separate entities* into a single alleged "conglomerate" despite the abject absence of a single document, communication, or any item of proof whatsoever as to the existence of said alleged 'joint venture' Such attempted conflation, however, flies directly in the face of the facts that (1) the seller of the subject automobiles is plainly indicated on the aforementioned invoices as "G-Auto Sales Inc" and not some spurious alter ego manufactured by Respondents in a desperate attempt to succeed on their instant failed motion, (2) the aforementioned wire transfers were identically made out to "G-Auto Sales Inc", thus further effectively eviscerating any false and fallacious claims as to *either* who the seller of the automobiles was, *or* the purchaser/owner

Neither is Respondents' false claim of ownership of the subject automobiles buttressed by reference to a loan allegedly made by Mr. Hitrinov to a *wholly separate entity*, to wit. Global Auto USA, Inc. Indeed, even assuming, arguendo, that the so-called conglomerate purchased the subject vehicles, the latter fails to obviate the proof that Complainants were the ultimate purchaser of the subject automobiles and owner of same prior to their being shipped.

Respondents' fraudulent claims have further been exposed through Respondents having been 'hoisted by their own petard' through the very documents filed by Respondents with the U S Census Bureau.

Specifically, and pursuant to Export Administration Regulations, a shipper of cargo is required by law to file a Shipper's Export Declaration indicating, inter alia, the "U S Principal Party in Interest" ("USPPI") to wit. The person or legal entity in the United States that receives the *primary benefit*, monetary or otherwise, from the export transaction. As to the subject automobiles, the USPPI was none other than Global Auto USA, Inc (See Appendix "D") To the extent that Respondents fraudulently maintain the existence of the aforementioned 'conglomerate' and in that Mr Hitrinov has, in a sworn affidavit submitted in alleged support of Respondents' motion, averred that he maintained a " 60 percent interest each and every investment vehicle " succinctly stated, were this in fact true, as the majority owner of the subject vehicles Mr Hitrinov would have had to have either his name, or that of his company, EUL listed as the USPPI on the Shipper's Export Declarations. Consequently, Mr Hitrinov either violated the Export Administration Regulations by listing Global Auto USA, Inc as the USPPI instead of himself as holding a majority interest in the subject automobiles, or has perjured himself in his affidavit.

## Respondents Were Acting As NVOCC with Respect to the Shipments at Issue

### Standard of Review

"In answering the question of whether an entity is operating as an NVOCC, the Commission first determines whether the entity was 'holding itself out to the general public to provide transportation by water" See, Worldwide Relocations, Inc. -- Possible Violations (FMC), 32 S.R.R. at 503, FMC No 06-01 (By the Commission March 15, 2012) (Order Approving Initial Decision in Part, Reversing in Part, and Modifying in Part) EUL is licensed by the Commission as an NVOCC As a licensed NVOCC, EUL holds itself out as a common carrier Second, the Commission determines whether the entity assumed responsibility for transportation of the shipment by water on the high seas or the Great Lakes for all or a portion of the cargo movement. Id. at 505 The Complaint alleges that "At all times mentioned herein, G-Auto/Effect contracted

with respondents Hitrinov and EUL to secure shipping and warehouse services related to vehicles sold by G Auto/Effect and destined for Kotka, Finland, with the consignee on each shipping bill of lading designated as Defendant CarCont. (Complaint ¶ "36") "NVOCC services include 'issuing bills of lading or equivalent documents' 46 C.F.R. § 515.2[(k)](4)" Worldwide Relocations, Inc. -- Possible Violations, (FMC), 32 S.R.R. at 505 It is additionally undisputed that the shipments were carried on the high seas. When evidence establishes that an entity held itself out as a common carrier and the shipment at issue was transported on the high seas, there is a presumption that the entity operated as an NVOCC on that shipment. Id. at 503-506 See, also, EuroUSA Shipping, Inc., Tober Group, Inc., and Container Innovations, Inc. -- Possible Violations of Section 10 of the Shipping Act of 1984 and the Commission's Regulations at 46 C.F.R. § 515.27, 32 S.R.R. 1906, 1912-1914 (FMC 2013), Anderson International Transport and Owen Anderson -- Possible Violations of Sections 8(a) and 19 of the Shipping Act of 1984, 32 S.R.R. 1678, 1684-1686 (FMC 2013)

A person or entity operates as an NVOCC "when it 'holds itself out to the general public to provide transportation' and 'assumes responsibility for the transportation." See, Landstar, supra, at 497 (emphasis added) There is a well-established methodology for determining whether an entity is operating as an NVOCC. To determine if an entity is a common carrier, it "is important to consider all the factors present in each case and to determine their combined effect." See, Activities, Tariff Filing Practices and Carrier Status of Container-ships Inc., 9 F.M.C 56 at 65 (FMC 1965). The Commission has indicated that it will "look beyond documentary labels." Id. at 66 For example, "it is the status of the carrier, common or otherwise, that dictates the ingredients of shipping documents, it is not the documentation that determines carrier status." Id. at 66 To determine whether an entity meets this standard, it is necessary to examine the entity's conduct on that shipment. Bonding of Non-Vessel-Operating Common Carriers, 25 S.R.R. (1679) at 1684

(FMC 1991), see also Low Cost Shipping, Inc., 27 S.R.R. 686, 687 (FMC 1996), (entity found to be operating as an NVOCC on some shipments and as an Ocean Freight Forwarder on other shipments) This is a fact intensive inquiry Resolution of that factual question requires an examination of an entity's conduct on a particular shipment to determine whether it operated as either an NVOCC or an Ocean Freight Forwarder on that shipment. See, Worldwide Relocations, Inc. -- Possible Violations of Sections 8, 10, and 19 of the Shipping Act of 1984 as Well as the Commission's Regulations at 46 C.F.R. 515.13, 515.21, and 520.3,32, S.R.R. 495, 503 (FMC 2012), (quoting Worldwide Relocations, Inc. -- Possible Violations, 31 S.R.R. 1471, 1519 (ALJ 2010))

The Documents Produced By Respondents Further Establish That They Had Acted As An NVOCC As Well As A Freight Forwarder With Respect To Complainants' Shipments

On this issue the Presiding Officer is respectfully referred to the shipping documents produced herein by the Respondents pursuant to the Presiding Officer's Orders of April 27, 2016, and specifically to the Electronic Export Information ("EEI") printouts (entitled "AESDirect Shipment Record") (See Appendix "D") and the Ocean Liner Bills of lading from the Mediterranean Shipping Company S.A. ("MSC") (See Appendix "E") Setting aside for a moment the issue that Respondent EUL is not a licensed freight forwarder, the AESDirect Shipment Records for the shipments at issue identify EUL and Michael Hitrinov to be the freight forwarder for these transactions (and it follows that EUL and Hitrinov prepared and filed the EEI with the U.S. Census Bureau) Additionally, these printouts identify Global Auto Inc. to be the U.S. Principal Party in Interest ("USPPI") for these transactions, and CarCont Ltd. to be the ultimate consignee

"[An NVOCC], meanwhile, is "a common carrier that does not operate the vessels by which the ocean transportation is provided" and "is a shipper in its relationship with [a vessel-operating] common carrier" Although NVOCCs usually do not own or operate vessels to actually carry the cargo, they lease facilities

and services from other firms -- making them the "common carrier[s]" responsible for transportation of the cargo from origin to destination. Most NVOCCs consolidate small parcels from multiple shippers bound for the same destination and arrange for them to be shipped as a single, large, sealed container under one bill of lading Upon arrival, NVOCCs arrange for the container to be broken down and for each parcel to be distributed to each customer. Thus, unlike an OFF, the NVOCC issues its own bill of lading to each shipper, and the vessel-operating common carrier issues a bill of lading to each NVOCC Unlike OFFs, NVOCCs receive compensation only from the shipper."

Landstar Express America, Inc. v. FMC, 569 F 3d 493, 494-495 (D C Cir 2009)

# Other Documents on the Federal Court Docket Prove that Respondents Acted as an NVOCC and not as Owner of the Goods Shipped

Standard of Review

It is well settled that within the context of the instant Motion for Judgment on the Pleadings, the Presiding Officer make take judicial notice of Orders on the Commission's docket, as well as those on the Federal Court's Docket. See, Rothman v. Gregor, 220 F 3d 81, 92 (2d Cir 2000), (taking judicial notice of another complaint "as a public record") See, also, Rothstein v. Balboa Ins. Co., No 14-1112, 2014 WL 4179879, (2d Cir 2014) Additionally, the Court may take judicial notice of matters of public record, such as prior Court proceedings. See, e.g., Covad Commc'ns. Co. v. Bell Atl. Corp., 407 F 3d 1220, 1222 (D C Cir 2005), (permitting judicial notice of facts in public records of other proceedings), Valore v. Islamic Republic of Iran, Nos. 03–cv–1959, 06–cv–516, 06–cv–750 & 08–cv–1273, 2010 WL 1244552, (D.D C 2010), (taking judicial notice of related proceedings and records in cases before the same court)

As part of the shipment of the subject automobiles, EUL entered into a 'Service Contract' with the Mediterranean Shipping Company, S.A. ("MSC"), wherein EUL certified its status as NVOCC, and not the owner of the subject automobiles. (See Appendix "F")

In a matter now pending in the U.S. District Court for the Eastern District of New York (EDNY) also relating to the subject automobiles herein, the Honorable Judge Sandra L. Townes found that there was a "substantial question" regarding whether EUL was authorized to sell the

subject automobiles in that EUL was unable to produce a written agreement documenting its rights in the subject automobiles, and in that the aforementioned Mr Kapustin as shipper of the vehicles to the owners who had purchased them also claimed that the vehicles had been illegally sold. (See Appendix "G")

# Respondents' Violations of the Shipping Act

In the first instance, the well pleaded allegations in the Complaint establish that the Respondents were acting as an NVOCC with respect to the shipments. EUL handled the shipments acting under the authority of its license as an OTI regulated by the Commission. EUL having, among other things, unlawfully exercised a lien over Complainants' shipments for monies allegedly due and owing to Respondents by Mr Kapustin and company, unrelated to the ocean freight incurred for those shipments, violated the Shipping Act, which provides in relevant part that an OTI "may not fail to establish, observe and enforce just and reasonable regulations and practices relating to or connected with receiving, handling, storing, or delivering property" 46 U S C § 41102(c) As explained below Respondents' unlawful refusal to release the cargo and subsequent conversion and sale thereof constitutes the exact type of activity prohibited by the Act.

Pursuant to section 41102(c) a "common carrier, marine terminal operator, or ocean transportation intermediary may not fail to establish, observe, and enforce just and reasonable regulations and practices relating to or connected with receiving, handling, storing, or delivering property "46 U S C § 41102(c) Additionally, it is well settled that a maritime lien secures money lawfully owed for the *carriage* of that particular shipment. The *lien only secures payment for the shipment of the cargo subject to that lien* See, Petra Pet, Inc. (a/k/a Petrapport) v. Panda Logistics Limited, Panda Logistics Co., Ltd. (f/k/a Panda Int'l Transportation Co., Ltd.), and RDM Solutions, Inc., 2012 WL 11914703, FMC No 11-14 (ALJ August 14, 2012) (Initial Decision) (emphasis added)

Additional cases address situations where NVOCCs hold cargo hostage while demanding additional payments *from an innocent cargo owner* In Bernard & Weldcraft Welding Equipment. v. Supertrans Int'l, Inc., 29 S.R.R. 1348, 1353-54 (ALJ 2003) (notice of finality Feb 12, 2003) (emphasis added), respondent NVOCC refused to allow the goods to be released without payment by third-party buyer "Jenkar", who owed respondent Supertrans Int'l, Inc ("Supertrans") money and who had previously performed services for buyer-consignee Lincoln Machinery Pte, Ltd. ("Lincoln"), the purchaser of complainant's goods. It is clear from Commission precedent that when respondent therein Supertrans refused to release the cargo it had contracted to carry for complainant Bernard & Weldcraft Welding Equipment ("B&W") and Lincoln despite its lack of a valid legal excuse, it interfered with the contractual rights of the buyer and seller, Lincoln and B&W, and failed to observe just and reasonable practices relating to the handling and delivery of the subject shipment. Whatever grievance Supertrans had with the third party, Jenkar, which arose out of totally unrelated shipments in the past, did not give Supertrans any just reason whatsoever, in effect, to hold the cargo hostage in the hopes of inducing the innocent buyer and seller to put pressure on Jenkar to pay the alleged debt owed by Jenkar to Supertrans

It is respectfully submitted that the same exact principle as set forth in <u>Bernard</u>, <u>supra</u>, applies to the case at bar, in that Respondents violated the Shipping Act by holding Complainants' cargo hostage (and then selling it) based upon demands for "money which the innocent cargo owner had no legal obligation to pay" See, Petra Pet, Inc., supra.

Additionally, and in that paragraph "14" of Respondents' asserted facts explain that "it is hardly surprising that CarCont would refuse to release the vehicles to total strangers lacking any documentation authorizing them to collect the cargo", it is notable that this is *exactly* what Respondents ultimately did when they released the cargo (albeit in exchange for monies paid by the individuals to whom Respondents ultimately sold the cars to), again in violation of section

41102(c), without any documentation authorizing these third-party buyers to collect the cargo <u>See</u>, <u>Bimsha International v. Chief Cargo Services, Inc.</u>, 32 S.R.R 353 (Init. Dec 2011), affirmed, 32 S.R.R 1861 (FMC 2013) Indeed, Respondents have not produced a single document to date supporting their allegation of having lawfully released these vehicles

In sum, by virtue of the EEI filed by Respondents with the United States Government, as well as the service contract which Respondents had with MSC at the time of the shipments having been made, the Respondents were undoubtedly acting as an NVOCC with respect to those shipments As an aside, and to the extent that Respondents have additionally acted as an unlicensed freight forwarder in violation of the Shipping Act as alleged in the Complaint and as now demonstrated by: (1) the AESDirect Shipment Records produced by Respondents, and (2) Respondents' own admission as set forth in paragraphs "5" through "10" of the facts set forth in Respondents Memorandum in Support, the Presiding Officer is reminded that this is not the first time that Respondents have engaged in such unlawful activity See, Empire United Lines Co., Inc. – Possible Violations of Sections 10(a)(1) and 10(b)(1) of the Shipping Act of 1984, and Section 10(b)(2)(A) of the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998, as well as the Commission's Regulations at 46 CFR 515.31(e) as amended, (FMC Docket No 02-11), (Empire knowingly and willfully provided false information by listing a freight forwarder on numerous bills of lading for Empire's shipments thereby allowing the freight forwarder to collect unwarranted compensation from several ocean common carriers)

Accepting the allegations in the Complaint as true, EUL operated as an NVOCC within the meaning of the Act by holding out to the public as a common carrier and assuming responsibility for transportation by water of Complainants' shipment between the point of receipt in Elizabeth New Jersey, and the point of delivery in Kotka, Finland.

# The Ocean Liner Bills of Lading and Shippers Export Declarations

The ocean liner bills of lading from MSC identify EUL to be the shipper and CarCont Ltd. to be consignee. All of the ocean liner bills of lading also make reference to the same service contract number, to wit: 12-535WW As explained below, all of the foregoing information is significant in that it establishes that contrary to Respondents' fiction of having a joint venture with Mr Kapustin and company, Respondents were in fact acting as an NVOCC with respect to the shipments at issue

With further regard to the ocean liner bills of lading, the Presiding Officer is respectfully referred to the Declaration of Nanik Kirpalani of MSC with attached MSC Service Contract No 12-535WW, pursuant to which Respondents exported the automobiles via MSC. These documents are public record, having been taken from the litigation referred to by Respondents in their motion and involving Mr. Kapustin and his companies. Notably, paragraph "6" of the Service Contract contains a "Certification of Shipper Status" pursuant to which the Respondents have certified their status as "NVOCC" with respect to shipments shipped by Respondents via MSC. This further begs the question as to why Respondents would not have certified their status as "Owner of the Cargo" with MSC as they now purport to have been in this proceeding

With regard to Respondents' arguments requesting dismissal of claims as to specific violations of the Shipping Act of 1984, Respondents are reminded that rather than waiting for discovery hereon and in lieu of interposing *either* a Motion to Dismiss *or* a Motion for Summary Judgment, such requested relief is grossly improper within the context a self-professed motion for judgment on the pleadings, wherein Complainants' burden does *not* include a demonstration of success on the merits of such claims. To that extent, Respondents are respectfully referred to appropriate sections of the Federal Rules of Civil procedure for possible edification.

# The Complaint States a Claim Upon Which Relief May Be Granted

### Standard of Review

Rule 12(c) of the FRCP states that "[a]fter the pleadings are closed but within such time as not to delay the trial, any party may move for judgment on the pleadings." Fed. R. Civ P 12(c) The standard of review for motions for judgment on the pleadings under Rule 12(c) of the Federal Rules is essentially the same as that for motions to dismiss under Rule 12(b)(6) See, Schuchart v. La Taberna Del Alabardero, Inc., 365 F 3d 33, 35 (D C Cir 2004), Ramirez v. Dep't of Corrections, 222 F 3d 1238, 1240–41 (10th Cir 2000), Haynesworth v. Miller, 820 F.2d 1245, 1254 (D C Cir 1987), Does I through III v. District of Columbia, 238 F Supp 2d 212, 216 (D.D C 2002) (citations omitted) On either motion, the Court may not rely on facts outside the pleadings and must construe the complaint in the light most favorable to the non-moving party See, Kowal v. MCI Communications Corp., 16 F 3d 1271, 1276 (D C Cir 1994) (emphasis added) Under Rule 12(b)(6) in assessing whether dismissal for failure to state a claim is appropriate, the trial court must accept as true the well-pleaded factual allegations of the complaint, draw all reasonable inferences therefrom in the plaintiff's favor, and determine whether the complaint, so read, contains facts sufficient to justify recovery on any cognizable theory See, LaChapelle v. Berkshire Life Ins. Co., 142 F 3d 507, 508 (1st Cir 1998) (emphasis added)

A Court may grant judgment on the pleadings only if it appears beyond doubt, based on the allegations contained in the complaint, that "the plaintiff can prove no set of facts in support of his claim which would entitle him to relief" <u>Conley v. Gibson</u>, 355 U S 41, 45–46, 78 S Ct. 99, 2 L.Ed.2d 80 (1957), see also <u>Schuchart v. La Taberna Del Alabardero, Inc.</u>, 365 F 3d at 35, <u>Alicke v. MCI Communications Corp.</u>, 111 F 3d 909, 912 (D C Cir 1997)

As alleged in detail in the Complaint, Respondents EUL, Hitrinov, and CarCont are *one* and the same and are alter egos of one another, effectively with Mr Hitrinov, at all times, "calling

the shots" Contrary to Respondents' disingenuous and false assertion that the allegations regarding Respondents' conversion of the vehicles are "all addressed to CarCont", the Complaint alleges that all three Respondents knowingly converted the automobiles despite having been contacted prior thereto by Complainants, who sought to obtain release of the vehicles. The Complaint further alleges that despite the ocean freight for the shipment of these vehicles having been paid in full, the Complainants were told that "EUL would not authorize the release of [the vehicles] because there was an unpaid loan due and owing to EUL by the principal of G-Auto/Effect." Additionally, and with respect to Complainant Rzaeva, Respondent Hitrinov went as far as to contact her and admit to her that he had in fact sold her vehicle.

# Respondents' Claims

The Presiding Officer is well aware that the USPPI is "The person or legal entity in the United States that receives the *primary benefit*, monetary or otherwise, from the export transaction. Generally, that person or entity is the U S seller, manufacturer, or order party, or the foreign entity while in the United States when purchasing or obtaining the goods for export." 15 C.F.R. §30 l (emphasis added) Therefore, Respondents' claim to have allegedly been 60% owners of the cargo is sorely lacking in credibility, and begging the question as to why they are not identified as the USPPI for the shipments, particularly when it was Respondents that filed the EEI with the U S Census Bureau. Moreover, it is respectfully submitted that at the time they filed the EEI, Respondents violated Federal Export Administrative Regulations by failing to identify Complainants as the Foreign Principal Parties in Interest ("FPPI's") for the shipments, as well as failing to identify Complainants as the ultimate consignee, a Federal offense which may result in both imprisonment and monetary penalties

Respondents have made the absurd argument that Complainants herein allegedly lacked sufficient documentation for Respondents to release the subject automobiles to Complainants

following their having been shipped to Respondents' facilities Kotka, Finland. Respondents then incongruously sold and released the subject automobiles to third-parties who lacked the very same documentation that prevented respondents from releasing the subject automobiles to Complainants as rightful owners! Having so argued, Respondents have once again been blatantly exposed as being grossly disingenuous, here, by literally "talking out of both sides of their mouths". It is respectfully submitted that the latter constitutes yet another example of the false, fraudulent, and despicable business practices which lie at the heart at each and every one of Complainants' claims herein.

Respondents' entire argument with respect to this particular Shipping Act violation is meant to mislead the Presiding Officer, and Respondents' feigned ignorance as to Complainants having been the lawful owners of the cargo is of no moment. In Houben v. World Moving Services, Inc. & Cross Country Van Lines, LLC, 31 S.R.R. 1400, 1405 (FMC 2010), the Commission reiterated that failing to fulfill NVOCC obligations is an unjust and unreasonable practice in violation of section 10(d)(1) In Houben, supra, the NVOCC "violated Section 10(d)(1) by failing to engage in just and reasonable practices relating to receiving, handling, storing, or delivering property by failing to timely make payments necessary to secure release of the cargo in circumstances when it had already been paid by the shipper and by its failure to resolve a commercial dispute, practices which resulted in both delay and financial harm to the shipper "Houben, supra, at 1405 (emphasis added)

# **CONCLUSION**

It is respectfully submitted that as set forth above and with regard to each and every one of Respondents' failed arguments, Complainants have set forth prima facie opposition sufficient to warrant the denial of Respondents' motion for judgment on the pleadings in its entirety, with prejudice

In the first instance Complainants have inarguably established their standing to bring on their instant claims having been directly injured as a result of Respondents' violations of the Shipping Act of 1984, despite the absence of any contractual relationship between the parties as no such relationship is required.

Complainants have further abundantly established that the Commission has subject matter jurisdiction over this case by virtue of the Presiding Officer having twice ruled in Complainants' favor on this issue, as well as by Complainants having undisputedly set forth unimpeachable violations of the Shipping Act of 1984 by Respondents.

Complainants have additionally definitively established their unquestionable status as owners of the subject automobiles through documentary evidence in the form of documents created by Mr Hitrinov himself, and others.

Complainants have further exposed the false and fraudulent claims of an alleged joint venture between EUL and Mr Hitrinov and a non-existent entity manufactured by Respondents "for the occasion" in the form of an alleged "Global Auto Enterprise", despite the absence of any proof thereof as to either the existence of the so-called conglomerate, or of the supposed joint venture

Despite the authoring of an affidavit by Mr Hitrinov attesting to his alleged status as purported owner of the subject automobiles, such fraudulent representation is effectively undone by Mr Hitrinov's own hand via his having listed G-Auto as the owner of said vehicles as opposed to either himself or his company, EUL.

It further cannot reasonably be disputed that Respondents were acting as NVOCC with respect to the shipment of the subject automobiles as definitively established by the very documents produced by Respondents as well as those of a freight forwarder Additionally, other

Federal Court documents prove that Respondents acted as an NVOCC and not as owners of the

subject automobiles shipped.

Complainants have abundantly set forth violation of the Shipping Act of 1984 by

Respondents with respect to the improper imposing of a maritime lien over Complainants'

automobiles.

Complainants have further abundantly demonstrated that their Complaint does indeed state

a claim upon which relief may be granted based upon the Presiding Officer's responsibility to

construe the factual allegations of the Complaint in the light most favorable to Complainants as

the non-moving party, and by virtue of the Complaint containing facts to justify recovery on

cognizable theories of law

It is respectfully submitted that having set forth and established all requisite elements

regarding standing, subject matter jurisdiction, violations of the Shipping Act of 1984,

Complainants' status as owners of the subject automobiles, Respondents' status as an NVOCC

and the setting forth of a claim upon which relief may indeed be granted that Respondents' motion

for judgment on the pleadings should now be denied in its entirety, with prejudice and that

Complainants be granted such other and further relief as the Presiding Officer may deem just and

proper under the circumstances.

Dated. Brooklyn, New York June 24, 2016

Respectfully Submitted

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# **CERTIFICATE OF SERVICE**

I hereby certify that I have this day served the **COMPLAINANTS' BRIEF IN OPPOSITION TO RESPONDENTS' MOTION FOR JUDGMENT ON THE PLEADINGS** and **APPENDIX** upon Respondents' Counsel at the following address

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Dated. June 24, 2016 in Brooklyn, New York.

# BEFORE THE FEDERAL MARITIME COMMISSION

# **DOCKET NO 15-11**

IGOR OVCHINNIKOV, IRINA RZAEVA, and DENIS NEKIPELOV,

-vs -

MICHAEL HITRINOV a/k/a MICHAEL KHITRINOV, EMPIRE UNITED LINES CO., INC., and CARCONT, LTD.

INFORMAL DOCKET NO 1953(I)

KAIRAT NURGAZINOV,

-vs -

MICHAEL HITRINOV a/k/a
MICHAEL KHITRINOV,
EMPIRE UNITED LINES CO., INC., and CARCONT, LTD

# APPENDIX TO REPLY TO COMPLAINANTS' RESPONSE TO RESPONDENTS' MOTION FOR JUDGMENT ON THE PLEADINGS

Appendix "A" - Presiding Officer's Order Denying Respondents' Motion for Stay, dated April 27, 2016

Appendix "B" - Invoices from G-Auto Sales Inc

Appendix "C" - Records of wire transfers executed by Complainants

Appendix "D" - AESDirect Shipment Records

Appendix "E" - Ocean Liner Bills of lading from the Mediterranean Shipping Company S.A. ("MSC")

Appendix "F" - Service Contract Between Empire United Lines Co Inc and MSC

Appendix "G" - Memorandum and Order of the Honorable Sandra L. Townes

# APPENDIX "A"

S E R V E D
April 27, 2016
FEDERAL MARITIME COMMISSION

#### FEDERAL MARITIME COMMISSION

**DOCKET NO. 15-11** 

IGOR OVCHINNIKOV, IRINA RZAEVA, and DENIS NEKIPELOV

v.

MICHAEL HITRINOV a/k/a MICHAEL KHITRINOV, EMPIRE UNITED LINES CO., INC., and CARCONT, LTD.

## ORDER DENYING RESPONDENTS' MOTION FOR STAY

Respondents United Lines Co., Inc. (Empire) and Michael Hitrinov a/k/a Michael Khitrinov have filed a motion seeking a stay of this proceeding pending the resolution of what they contend is a related case pending in the United States Court for the District of New Jersey Complainants have filed an opposition to the motion. For the reasons stated below, the motion is denied.

#### **BACKGROUND**

On November 12. 2015, complainants Igor Ovchinnikov, Irina Rzaeva, and Denis Nekipelov commenced this proceeding by filing a Verified Complaint with the Secretary. Respondent Empire United Lines Co., Inc. (Empire) is licensed by the Commission as a non-vessel-operating common carrier (NVOCC). Respondent Michael Hitrinov a/k/a Michael Khitrinov is Empire's sole principal and officer Baltic Auto Shipping, Inc. v Michael Hitrinov a/k/a Michael Khitrinov and Empire United Lines Co., Inc., FMC No. 14-16 (ALJ Sept. 15, 2015) (Initial Decision on Respondents' Motion for Partial Summary Decision), exceptions filed, Jan. 15, 2016. The FMC Complaint alleges that Hitrinov owns Carcont, Ltd. (Carcont), a company located in Kotka, Finland, and is "the Chairperson of the Board of Carcont, with signatory authority and direct control over respondent Carcont." (Complaint ¶¶ II.9-11)

The FMC Complaint alleges that Respondents violated 46 U.S.C. §§ 40301, 40302, 40501, 40701, 41102, 41104, and 41106 of the Shipping Act and Federal Maritime Commission (FMC or Commission) regulations at 46 C.F.R. Part 515 The allegations concern the transportation by water

from the United States to Finland of one vehicle for each Complainant. Each Complainant alleges that he or she purchased a used car from a company owned by with Sergey Kapustin. Kapustin allegedly operates three companies that specialize in selling used cars from the United States to consumers in the former USSR republics: G-Auto Sales, Inc., Effect Auto Sales Inc., and Global Cars, Inc. (the Kapustin Group). Kapustin and his companies are not parties in this proceeding. Respondent Hitrinov allegedly provided financial backing to the Kapustin Group. The Kapustin Group allegedly used Empire as an NVOCC to transport the vehicles from ports or points in the United States to Kotka, Finland.

In the FMC Complaint at paragraphs 37 through 49, Ovchinnikov alleges that he purchased a 2009 GMC Acadia VIN GKLVNED6AJ138200 from G-Auto Sales and received an invoice and copy of the certificate of title. Ovchinnikov paid the full asking price for the Acadia. G-Auto gave the original title to respondent Empire for clearance through customs and paid the ocean freight and related charges to G-Auto The Acadia was shipped from the United States on December 21, 2012, and arrived in the customs bonded warehouse owned by Carcont in Kotka, Finland, on or about January 14, 2013 Carcont told Ovchinnikov that it would not release the Acadia to Ovchinnikov because "there was an unpaid loan due and owing to [Empire] by the principal of G-Auto/Effect." (FMC Complaint ¶ 44) Ovchinnikov later learned that the Acadia was registered with a Russian citizen in St. Petersburg, Russia, and alleges that Respondents "simply converted [the Acadia] and have sold it to a third party in order to satisfy a loan allegedly due and owing from the principal of Effect/G-Auto to [Empire] and Hitrinov" (FMC Complaint ¶ 49)

In the FMC Complaint at paragraphs 50 through 64, Rzaeva alleges that she purchased a 2011 Jeep Compass VIN 1J4NF5FB7BD282296 from G-Auto Sales and received an invoice and a copy of the certificate of title. Rzaeva paid the full asking price for the Jeep. G-Auto Sales gave the original title to respondent Empire for clearance through customs and paid ocean freight and related charges to Empire. The Jeep was shipped from the United States on November 15, 2012, and arrived in the customs bonded warehouse owned by Carcont in Kotka, Finland, on or about December 11, 2012. On or about December 15, 2012, Rzaeva paid the amount required to Russian Customs authorities for customs clearance/duty for the Jeep. Carcont told Rzaeva that it would not release the Jeep to Rzaeva because "there was an unpaid loan due and owing to [Empire] by the principal of G-Auto/Effect." (FMC Complaint ¶ 58) In March 2013, respondent Hitrinov contacted Rzaeva and "admitted to her that he converted her automobile because there was an unpaid loan due and owing by the principal of Effect/G-Auto." (FMC Complaint ¶ 63) Rzaeva alleges that Respondents "simply converted [the Jeep] and have sold it to a third party in order to satisfy a loan allegedly due and owing from the principal of Effect/G-Auto to [Empire] and Hitrinov " (FMC Complaint ¶ 64)

In the FMC Complaint at paragraphs 65 through 74, Nekipelov alleges that he purchased a 2009 Mercedes-Benz C300 VIN WDDGF81X49R073295 from G-Auto Sales and received an invoice and a copy of the certificate of title. Nekipelov paid the full asking price for the Jeep. G-Auto Sales gave the original title to respondent Empire for clearance of customs and paid ocean freight and related charges to Empire. The Mercedes-Benz was shipped from the United States on November 15, 2012, and arrived in the customs bonded warehouse owned by Carcont in Kotka,

Finland, on or about December 11, 2012 On or about December 16, 2012, Carcont told Nekipelov that it would not release the Mercedes-Benz to Nekipelov because "there was an unpaid loan due and owing to [Empire] by the principal of G-Auto/Effect." (FMC Complaint ¶ 73) Nekipelov alleges that Respondents "simply converted [the Mercedes-Benz] and have sold it to a third party in order to satisfy a loan allegedly due and owing from the principal of Effect/G-Auto to [Empire] and Hitrinov" (FMC Complaint ¶ 74)

The Commission proceeding is not the only case that relates to the Kapustin Group's businesses. In their motion, Empire and Hitrinov describe two cases in United States district courts. The first case is an action that the Kapustin Group commenced against Hitrinov, Empire, Mediterranean Shipping Company (USA), Inc., and five John Does. Global Auto. Inc. v Hitrinov. CV 13-2479 (E.D.N Y Apr 24, 2013) (complaint filed) (Doc 1). The Global Auto v Hitrinov complaint alleges that Hitrinov and Empire operated as an NVOCC on the Kapustin Group's shipments of automobiles to Kotka, Finland. It further alleges that when the Kapustin Group told Empire that they had reached an agreement to ship their vehicles with other NVOCCs and vesseloperating common carriers (VOCCs) at more favorable rates, Empire and Hitrinov unlawfully seized the Kapustin Group's automobiles and refused to release them to their intended recipients. The New York Complaint asserts claims for relief pursuant to the Shipping Act of 1984, state claims, and federal claims, including violation of the Racketeer Influenced and Corrupt Practices Act (RICO). The Kapustin Group filed an Amended Complaint adding Carcont, the third respondent in this Commission proceeding, as a defendant. Empire filed an answer to the Amended Complaint and included counterclaims against the Kapustin Group. The court denied a motion to intervene filed by several customers of the Kapustin Group.

The second case (the case that Empire and Hitrinov argue justifies a stay of this proceeding) was filed in New Jersey by the Kapustin Group's customers whose motion to intervene had been denied by the New York court. Akishev v Kapustin, No. 13-CV-2479 (SLT) (RER) (D.N.J. Nov. 25. 2013) (complaint filed) (Doc. 1). The customers named the Kapustin Group and Empire, Hitrinov. and Carcont, respondents in this proceeding, as defendants in the New Jersey case. On April 4, 2014, the customers filed an Amended Complaint. The Amended Complaint alleges that the customers are residents of former USSR republics who wanted to purchase "gently used cars from the United States." Akishev v Kapustin, No. 13-CV-2479 (SLT) (RER), Amended Complaint ¶ 1 (D.N.J Apr 4, 2014) (Amended Complaint) (Doc. 27). The New Jersey Amended Complaint alleges that Defendants engaged in a massive scheme to defraud customers of the Kapustin Group who attempted to purchase used cars. It alleges specific factual allegations regarding each customer's attempt to purchase used cars, many of which are alleged to have been salvaged vehicles falsely represented as operable, and the damages allegedly suffered by each. Complainants Ovchinnikov, Rzaeva, and Nekipelov in this proceeding are not identified as Plaintiffs in the New Jersey proceeding and the Amended Complaint does not set forth any allegations regarding the transportation of the Acadia, Jeep, or Mercedes-Benz that are the subject of the FMC Complaint. The New Jersey Amended Complaint asserts claims for relief against the Kapustin Group, Empire. Hitrinov, and Carcont under the Racketeer Influenced and Corrupt Organizations Act (RICO). 18 U S.C. § 1962(c), predicated on alleged violation of 18 U.S C. § 1343 (wire fraud), 18 U.S C.

§ 1341 (mail fraud), 18 U S.C. ¶ 1952 (travel), 18 U S.C. § 1956 (money laundering), 18 U.S.C. § 1957 (transactions in criminally derived property), and 18 U.S.C. § 1512 (witness tampering); RICO – 18 U.S.C. § 1962(b) predicated on acquisition of an "interest in or control of" an enterprise; RICO – 18 U.S.C. § 1962(c) predicated on employment or association with an enterprise engaged in racketeering; RICO – 18 U.S.C. § 1962(d) predicated on conspiracy to commit RICO violations, N.J.S.A. 56 8-1, et seq. (New Jersey Consumer Fraud Act), N.J.A.C. 13 45 A-26A.1 et seq. (New Jersey Motor Vehicle Advertising Regulations); 49 U.S.C. § 32701, et seq. (Motor Vehicle Information and Cost Savings Act (the "Odometer Act")), breach of contract; common law fraud, civil conspiracy to commit tort, conversion, unjust enrichment and disgorgement of profits; and imposition of a constructive trust. The New Jersey Amended Complaint does not assert a claim of violation of the Shipping Act and does not purport to be an action on behalf of a class of similarly situated Kapustin Group customers. The Kapustin Group filed cross-claims against co-defendants Empire and Hitrinov that are almost identical to the claims the Kapustin Group had brought against Empire and Hitrinov as Plaintiffs in the New York case.

On September 27, 2015, the court dismissed Global Auto v Hitrinov, the New York case, for failure to prosecute because the Kapustin Group's attorneys had withdrawn as counsel and the corporations could not proceed without an attorney The court denied a motion filed by Empire and Hitrinov to enjoin the Kapustin Group from proceeding with the cross-claims in the New Jersey case. Global Auto v Hitrinov, CV 13-2479 (E.D.N Y Sept. 27, 2015) (Memorandum and Order) (Doc. 109). On October 2, 2015, the clerk entered a certificate of default against the Kapustin Group on the counterclaims. Global Auto v Hitrinov, CV 13-2479 (E.D.N Y Oct. 2, 2015) (Certificate of Default) (Doc. 110). Empire filed a motion for reconsideration of the denial without prejudice of its motion to enjoin the Kapustin Group from prosecuting the cross-claims in the New Jersey case. The court denied the motion. Global Auto v Hitrinov, CV 13-2479 (E.D N.Y Nov 19, 2015) (Memorandum and Order) (Doc. 114).

In this proceeding, respondents Empire and Hitrinov move to stay this Commission proceeding "pending resolution of the first-filed federal [New Jersey] court claims [Akishev v Kapustin] regarding the same transaction concerning the precise assets at issue here." (Respondents' Motion for Stay at 1 (footnote omitted).) Empire and Hitrinov state:

Complainants purchased cars from Global Auto, Inc., Effect Auto Sales, G-Auto Sales, Inc., or other related companies owned and/or controlled by a Mr. Kapustin (collectively "Kapustin Global Auto Group" or "Group"), which promised to deliver them in Russia. [Complaint Paragraphs 35, 36, 38, 40, 51, 53, 65, 67] A member of the Group then contracted with Empire to transport such cars in containers from the United States to a facility in Kotka, Finland operated by Carcont Ltd. There, the containers were opened and the cars and other cargo de-vanned. The vehicles were then picked up by a member of the Kapustin Global Auto Group (Global Cargo Oy), after the Group made and Empire approved a request for release. This arrangement existed for years, and involved many cars beyond the few at issue here.

Empire never dealt with individual customers of the Kapustin Global Auto Group; and had no knowledge as to their identity This was true as a general matter, and is true here. Neither Complainants nor the Group ever requested Empire to release the vehicles in question and, as noted, Empire did not know who the individual customers were until well after the cars were sold

# (Id. at 2-3 (footnotes omitted).)

Empire and Hitrinov argue.

There are currently two federal litigations in play regarding the exact same cars—the complaint in the New Jersey District Court and the instant Complaint. Stay of this later-filed proceeding is warranted, indeed mandated, by two separate considerations: (1) respect for judicial economy and avoidance of duplicative litigation, and (2) the potential for double liability to Empire. The first ground is jurisprudential, the latter includes a constitutional dimension.

(*Id.* at 7)

Inter alia, Empire and Hitrinov rely on a recent decision of a Commission Administrative Law Judge granting a joint motion to stay a Commission proceeding pending resolution of a related case in the federal courts. General Motors LLC v Nippon Yusen Kabushiki Kaisa, Wallenius Wilhelmsen Logistics AS, and Eukor Car Carriers Inc., FMC No. 15-08 (ALJ Jan. 5, 2016) (GM v NYK – FMC). GM ships automobiles by water between the United States and foreign ports. Respondents in the Commission proceeding operate vehicle carrier services transporting vehicles by water between the United States and foreign ports. The FMC Complaint alleges that "Respondents have entered into a secret, unfiled, and not yet effective and/or unlawful agreement and/or agreements to allocate customers, raise and fix prices, and rig bids in violation of the Shipping Act." GM v NYK – FMC, Complaint ¶ III.

On June 15, 2015, GM had commenced an action against the same vehicle carrier services plus two other companies related to respondents NYK and Wallenius Wilhelmsen in a United States district court. General Motors LLC v. Nippon Yusen Kabushiki Kaisha; NYK Line (North America) Inc., Wallenius Wilhelmsen Logistics AS, Wallenius Wilhelmsen Logistics Americas LLC, Eukor Car Carriers Inc., No. 1 15-cv-03451-KAM-JO (E.D.N Y. June 15, 2015) (Complaint filed) (Doc. 1) (GM v NYK – EDNY). The Complaint in GM v NYK – EDNY alleges that the vehicle carrier services violated federal antitrust laws and several state laws by conspiring "to rig bids, allocate markets, restrain capacity, and to otherwise fix, raise, stabilize, and maintain prices for Vehicle Carrier Services for shipments to and from the United States and elsewhere in the world." GM v NYK – EDNY, Complaint ¶ I.1.

Other plaintiffs had previously filed cases in United States district courts against these defendants and other vehicle carrier services. The Judicial Panel on Multidistrict Litigation

consolidated these actions that "share factual questions relating to allegations that dependants conspired to fix, raise, maintain, and stabilize the price of vehicle carrier services charged to original equipment manufacturers in violation of Section 1 of the Sherman Antitrust Act, and corresponding state antitrust and state consumer protection statutes." *In re Vehicle Carrier Services Antitrust Litigation*, 978 F Supp 2d 1382, 1383 (J.P.M.L. 2013). The Panel transferred the actions to the District of New Jersey "and, with the consent of that court, assigned [the cases] to the Honorable Esther Salas for coordinated or consolidated pretrial proceedings in that district." *Id. GM v NYK* – EDNY was transferred to New Jersey pursuant to this order. *GM v NYK* – EDNY, 1 15-cv-03451-KAM-JO (E.D.N Y. June 29, 2015) (J.P.M.L Conditional Transfer Order) (Doc. 10). As of June 29, 2015, twenty-two additional actions had been transferred to New Jersey *Id.* The New Jersey court docketed the New York Complaint as *GMv NYK*, 2 15-cv-04739-ES-JAD (D N.J June 30, 2015) (transfer order received), and incorporated it into *In re Vehicle Carrier Services Antitrust Litigation*.

As stated by the court in *Vehicle Carrier Services Antitrust Litigation*, Defendants in the antitrust litigation are ocean common carriers engaged in the transportation of large numbers of cars, trucks, and other vehicles, including agricultural and construction equipment, between foreign countries and the United States using Roll On/Roll Off (RO/RO) or specialized car carrier vessels. Plaintiffs seek equitable and injunctive relief under section 16 of the Clayton Act, 15 U S C. § 26, for violation of section 1 of the Sherman Act, 15 U S C. § 1, and treble damages and costs of suit under various state antitrust, consumer protection, and unjust enrichment laws, alleging that defendants "entered into various collusive, secret agreements to fix and increase the prices for vehicle carrier services to and from the United States." *In re Vehicle Carrier Services Antitrust Litigation*, Master Docket No. 13-3306 (ES) (MDL No 2471), Opinion at 3 (D.N.J Aug. 28, 2015), notice of appeal filed, No. 15-3353 (3d Cir Sept. 25, 2015). Defendants moved to dismiss the complaints of some of the Plaintiffs. The court held that the Shipping Act barred Plaintiff's federal claims.

[B]ecause "[a] person may not recover damages under section 4 of the Clayton Act... or obtain injunctive relief under section 16 of that Act... for conduct prohibited by [the Shipping Act],". DPP's claim under section 4 of the Clayton Act and IPP's claims under section 16 of the Clayton Act will be dismissed with prejudice.

Id. at 16-17. The court also held that the state law claims were preempted by the Shipping Act. Id. at 29 The court dismissed the complaints. According to the parties to GMv NYK-FMC, "[t]he direct purchaser plaintiffs and the indirect purchaser plaintiffs have filed notices of appeal to the U S. Court of Appeals for the Third Circuit; those appeals have been consolidated and stayed pending the disposition of a motion for reconsideration filed by the indirect purchaser plaintiffs." (GMv NYK-FMC, FMC, FMC, No. 15-08 Joint Supplemental Memorandum Regarding Joint Motion to Stay Proceeding at 3 (filed Nov 12, 2015).) GMv NYK-EDNY was not one of the cases subject to the court's August 28, 2015, dismissal. (Id. n.1, Id. at 4.) To protect against statute of limitations deadlines, GM filed GMv NYK-FMC challenging the same conduct challenged in GMv NYK-EDNY after the Vehicle Carrier Services Antitrust Litigation court entered the August 28, 2015,

order (*Id.* at 3) Before the Commmission, the parties argued that the FMC proceeding should be stayed pending the federal court determination of whether the substantially identical claims made in GM's district court complaint and GM's FMC Complaint should be heard in the federal court as alleged violations of antitrust and state laws or must be litigated before the Commission as alleged violations of the Shipping Act. (*Id.* at 8) The Commission Administrative Law Judge stayed *GMv* NYK – FMC pending federal court answer to this question.

Empire and Hitrinov argue that the factors articulated in *GMv NYK* – FMC clearly favor a stay in this proceeding.

The federal court claim [Akishev v. Kapustin] was the first to be filed, and is considerably more advanced that this proceeding. And New Jersey is plainly more convenient to the complainants than Washington D C., as Complainants' counsel is located in the adjacent state of New York (Complainants themselves are necessarily indifferent as they reside in Russia). A stay would not only avoid piecemeal litigation, but also, as discussed next, eliminate the threat of double "jeopardy" Finally, . there is evidence from Mr Kapustin that this action was brought for vexatious purposes. Thus, a prudential stay is warranted here.

Id. at 8

#### DISCUSSION

In appropriate circumstances, the Commission may grant a request to stay a proceeding.

[Title 46 C.F.R. § 502.201(i)], on its face, grants a presiding officer complete discretion in deciding motions pertaining to discovery. Thus, the question of whether to grant a motion for stay of discovery is discretionary, and requires only a balancing of various competing interests. In this regard, the movant must first "make out a clear case of hardship or inequity in being required to go forward, if there is even a fair possibility that the stay for which he prays will work damage to some one else."

Exclusive Tug Arrangements in Port Canaveral, Florida, 2002 FMC LEXIS 29, \*5 (FMC 2002).

The Supreme Court stated that "the power to stay proceedings is incidental to the power inherent in every court to control the disposition of the causes on its docket with economy of time and effort for itself, for counsel, and for litigants. How this can best be done calls for the exercise of judgment, which must weigh competing interests and maintain an even balance."

Id. at n.4, quoting Landis v North American Co., 299 U.S. 248, 255 (1936). In response to the moving party's argument in Exclusive Tug that the two cases were inextricably linked, the Commission noted that "some, but not all, of the parties in both proceedings are the same, and both

proceedings address the assist tug towing franchise system in Port Canaveral. We believe, to the contrary, that the two cases involve distinct issues and are not as intertwined as CPA would have us believe." *Id.* at \*5-6. The Commission denied the motion to stay *Id.* at \*10

Akishev v Kapustin, the New Jersey case that Empire and Hitrinov argue justifies staying this proceeding, alleges that Empire and Hitrinov participated in a scheme engineered by the Kapustin Group to defraud persons in former USSR republics who purchased used cars to be shipped from the United States. Complainants Ovchinnikov, Rzaeva, and Nekipelov are not plaintiffs in the New Jersey case and the New Jersey case is not brought as a class action. The New Jersey Complaint does not allege anything about the Acadia, Jeep, or Mercedes-Benz that Ovchinnikov, Rzaeva, and Nekipelov allege they purchased, and the transportation of those vehicles is not at issue. Therefore, Ovchinnikov, Rzaeva, and Nekipelov will not be awarded any relief in the New Jersey case. The New Jersey Complaint does not allege violations of the Shipping Act, and no New Jersey Plaintiff alleges claims related to the Shipping Act in the section of the Complaint stating factual allegations specific to each Plaintiff. Therefore, claims of violation of the Shipping Act will not be addressed in the New Jersey case. For several of the New Jersey Plaintiffs, there is no allegation that the Plaintiff paid to transport the vehicle at issue by water between the United States and a foreign port. See Akishev v Kapustin, No 13-CV-2479 (SLT) (RER) (D.N.J. Nov 25, 2013) (complaint filed) (Doc. 1) (Akishev (Complaint ¶ 82-90); Zhandos Aliakparov (Complaint ¶ 91-111); Igor Glazunov and Irina Glazunova (Complaint ¶¶ 155-181), Arkady Kolbin (Complaint ¶¶ 199-223, ¶¶ 203-304 (shipment from Kotka, Finland to Perm, Russia)), Vladimir Lukyanov (Complaint ¶¶ 259-268); Alexander Pukir (Complaint ¶¶ 296-314).

Even if the New Jersey Complaint alleged violations of the Shipping Act, as recognized by the New Jersey district court in another New Jersey case, the Commission has jurisdiction over violations of the Shipping Act, not the district court. *In re Vehicle Carrier Services Antitrust Litigation*, Master Docket No 13-3306 (ES) (MDL No 2471) (D.N.J. Aug. 28, 2015), notice of appeal filed, No. 15-3353 (3d Cir Sept. 25, 2015). Even if the district court were to make findings on the transportation of the district court Plaintiffs' vehicles between the United States and Finland, each shipment was a separate transaction, and these findings would not be relevant to the question of whether Shipping Act violations occurred on the shipments of the Acadia, Jeep, or Mercedes-Benz at issue in the FMC Complaint. At the conclusion of the New Jersey case, Complainants would be in exactly the same position they are in now without resolution of any issue relevant to whether Empire and Hitrinov violated the Shipping Act when transporting the Acadia, Jeep, and Mercedes-Benz.

Conversely, the Plaintiffs in the New Jersey case are not Complainants in the Commission proceeding, the Commission proceeding is not brought on their behalf, and the transportation of the vehicles that the New Jersey Plaintiffs allege they purchased is not at issue before the Commission. Therefore, the New Jersey Plaintiffs will not be awarded any relief in the Commission proceeding. The Commission does not have jurisdiction to address the federal and state claims raised in the New Jersey case.

Empire and Hitrinov's contention that "there is evidence from Mr Kapustin that this action was brought for vexatious purposes" is puzzling. If Empire and Hitrinov are referring to this Commission action, Mr Kapustin did not bring the action. The only action brought by Kapustin is the New York case. He also apparently brought the same claims as cross-claims in the New Jersey case. Even if Kapustin brought the New York case and the New Jersey cross-claims "for vexatious purposes," it does not affect the Commission proceeding brought against Empire and Hitrinov by Ovchinnikov, Rzaeva, and Nekipelov – there is no claim that they brought the Commission proceeding for vexatious purposes.

The circumstances in FMC Docket No. 15-08 in which the Administrative Law Judge entered a stay are not comparable to this proceeding. First, the Complainant and the vehicle carrier Respondents in GM v NYK - FMC are Plaintiff and Defendants GM v NYK - EDNY The FMC Complainants in this proceeding are not Plaintiffs in Akishev v Kapustin Second, exactly the same conduct is addressed in the GM v NYK - FMC and GM v NYK - EDNY The alleged "collusive, secret agreements to fix and increase the prices for vehicle carrier services to and from the United States." In re Vehicle Carrier Services Antitrust Litigation, Master Docket No. 13-cy-3306 (ES) (MDL No 2471), Opinion at 3 (D.N.J. Aug. 28, 2015) (Doc. 275), notice of appeal filed, No. 15-3353 (3d Cir. Sept. 25, 2015). Compare GM v NYK - FMC, FMC No. 15-08, Complaint ¶ IV.A (Sept. 2, 2015) (Respondents "conspired and secretly agreed to rig bids, allocate customers, restrain capacity, and to otherwise fix, raise, stabilize, and maintain prices for Vehicle Carrier Services for shipments to and from the United States and elsewhere in the world,") with GM v NYK - EDNY. No. 1 15-cv-03451-KAM-JO, Complaint at ¶ I.1 (E.D.N Y June 15, 2015) (Doc. 1) (Defendants "conspired to rig bids, allocate markets, restrain capacity, and to otherwise fix, raise, stabilize, and maintain prices for Vehicle Carrier Services for shipments to and from the United States and elsewhere in the world."). The FMC Complaint in this proceeding and Akishev v Kapustin on which Empire and Hitrinov rely challenge different conduct. Compare Igor Ovchinnikov, Irina Rzaeva. and Denis Nekipelov v Michael Hitrinov a/k/a Michael Khitrinov, Empire United Lines Co., Inc., and Carcont, Ltd., FMC No 15-11, Complaint ¶ V.A-E (Nov 12, 2015) (Complaint filed) (Ovchinnikov v Empire) (while operating as an NVOCC transporting Complainants' vehicles, Respondents failed to have a tariff on file, failed to establish, observe, and enforce just and reasonable regulations and practices related to receiving, handling, storing, or delivering property: failed to provide required documents, billed amounts in excess of lawful tariffs, and other violations of the Shipping Act) with Akishev v Kapustin, No. 13-CV-2479 (SLT) (RER), Complaint ¶¶ 3-9 (D.N.J Nov 25, 2013) (complaint filed) (Doc. 1) (Kapustin Group and FMC Respondents engaged in bait and switch tactics, misrepresentation of odometer readings, false advertising, withholding of vehicle condition and other information, and other acts of fraud while engaged in the sale of used vehicles).

Ovchinnikov v Empire and Akishev v Kapustin involve distinct issues. Empire and Hitrinov have not met their burden of demonstrating a clear case of hardship or inequity in being required to go forward. Complainants would be harmed by a stay Therefore, Empire and Hitrinov's motion for stay is denied.

### ORDER

Upon consideration of the Motion for Stay filed by respondents Empire United Lines Co , Inc., and Michael Hitrinov a/k/a Michael Khitrinov and the record herein, and for the reasons stated above, it is hereby

ORDERED that the Motion for Stay be DENIED It is

FURTHER ORDERED, *sua sponte*, that the time for Respondents to file their answer or answers and respond to the order to show cause be extended to May 4, 2016, and for Complainants to respond extended to May 18, 2016.

Clay G Guthridge

Administrative Law Judge

# APPENDIX "B"



Название банка: Citizens Bank

# G-Auto Sales, Inc. Договор-Инвойс

www.GlobalAutoUSA.com www.GAUTOUSA.com

G Auto Sales, Inc.

150-1 Carriage Lane, Delran, NJ 08075

+ 7 (495) 721-8449

+ 7 (812) 336-4264

kotkacars@gmail.com

cars@globalautousa.com

Покупатель.

ΦNO.

Нургазинов Кайрат

Адрес:

kairat nura@mail.ru

тел.+77771463483

№ счёта:

Адрес банка.

6236012168

1 Citizens Drive

Riverside, RI 02915

ABA.

036076150

SWIFT CODE.

CTZIUS33

Убедительная просьба ко всем клиентам. После перевода денег отправляйте подтверждение (Ваше имя, сумма, номер лота или последние 6 цифр VIN) на еmail адрес бухгалтерии: account@globalautousa.com

Перед тем как забирать свой автомобиль, обязательно закажите открепление - сверьтесь с бухгалтерией и сообщите ФИО человека, который будет забирать авто. Без открепления будет взыматься штраф в размере 15 евро.

Дата. 11/29/2012

Инвойс №: 67936

Кол-во	Лот №	Год	Марка/модель	VIN	Цена за ед.	Сумма
1	15212	2010	Toyota Camry	4T1BE46K19U306703	12900	12900
				deposit	10500	10500
				l gehozir	10300	10300
CKI					доставлена)	

Издержки, взымаемые нашим банком за перевод денег

Произведена оплата

итого: 2420



Майкл Головеря, Президент компании G Auto Sales, Inc.

- 1 Предоплата со стороны Покупателя не является окончательной покупкой автомобиля, а гарантирует его бронирование на определенный срок, обговариваемый отдельно
- 2. В случае внесенной предоплаты и несвоевременной доплаты полной стоимости автомобиля, компания G Auto Sales, Inc. оставляет за собой право выставить неоплаченный авто на продажу
- 3. В случае расторжения договора на приобретение ав омобиля, со стороны Покупателя, склиент получает кредит с компанией или возврат денежных средст за вычетом 10% от стоимости автомобиля. Возврат производится после продажи автомобиля другому клиенту
- 4. Зарезервировав авто лобиль на сайте компании G Auto Sales, Inc. Покупатель подтверждает что ознакомился с правилами оформления сделки купли-продажи автомобиля и согласен с ними 5.Bce банковские затраты и комиссии бнков-посредников оплачиваются покупателем.
- 6. Компания G Auto Sales, Inc. гарантирует легитимность и законность происхождения продаваемых автомобилей
- Покупатель должен заказать открепительное удостоверение за 5 рабочих дней в бухгалтерии компании. Клиент обязуется оплатить портовые расходы и расходы по складу в г. Котка



## G-Auto Sales, Inc.

www.GlobalAutoUSA.com www.GAUTOUSA.com G Auto Sales, Inc.

150-1 Carriage Lane, Delran, NJ 08075

+ 7 (495) 721-8449 + 7 (812) 336-4264

kotkacars@gmail.com cars@globalautousa.com

Дата: 11/29/2012 Инвойс №: 67936

2AKAZ

#### Банковские реквизиты:

Название банка: Citizens Bank 1 Citizens Drive Адрес банка:

Riverside, RI 02915

Покупатель:

ФИО:

Нургазинов Кайрат

Адрес:

kairat nura@mail.ru

тел.+77771463483

№ счёта:

6236012168

ABA.

036076150

SWIFT CODE. CTZIUS33 Убедительная просьба ко всем клиентам. После перевода денег отправляйте подтверждение (Ваше имя, сумма, номер лота или последние 6 цифр VIN) на етай адрес бухгаптерии: account@globalautousa.com

Перед тем как забирать свой автомобиль, обязательно закажите открепление - сверьтесь с бухгалтерией и сообщите ФИО человека, который будет забирать вего. Без открепления будет взыматься штраф в размере 15 espo.

Кол-во	Лот №	Год	Марка/модель	VIN	Цена за ед.	Сумма	
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Издержки, взымаемые нашим банком за перевод денег

Произведена оплата

итого:

10520

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Майкл Головеря,

Президент компании G Auto Sales, Inc.

received &

1. Представата се этороны Йокульторя не являе си оксиг ательной покулькой автослобий — в гарантирует с о бронирования на определене наш срои погозарываемній отдельно

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Благодарим за сотрудничество!

Если у Вас возникли вопросы по оплате, пишите на email: account@globalautousa.com



Marie Barrer Street ALVA GAUTOUS ALGON G Auto Sales Imn 150-1 Camage Land Delran, NJ 0007 :

Jara 11/29/2012 NHBONG № 67936

+ 7 (195) 721 3449 . 7 (812) 736-4764

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#### Банковские реквизиты

Название банка. Citizens Bank

Адрас фанка

1 Citizens Drive

Riverside RI 02915

No cuera.

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ABA

036076150

SWIFT CODE

CTZIUS33

#### Покупатель

ΦNO:

Нургазинов Кайрат

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ten.+77,71463483

Убедительная просьба ко всем кинентам. Гостве перевода денег озграняется подтверждение (Ваше имя тумма, номер пота или последнее 6 циф; VIN) на е тав апрес буктаптерии

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Маика Головеря L neauthorm совтаний G Auto Sales Inc.



Благодарим за сотрудничество!

Если у Вас возникли вопросы по оплате пишите на email, account@globalautousa com

#### Contract Invoice

Date 29/11/2012 Invoice No. 67936

#### Bank essential elements

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Bank name	Citizens Bank 1 Citizens Drive Riverside #1 02915	Name Address	NURGAZINOV kairat Republic of kazakhstan kairat_nura@mailru Tel +77/1463483

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Michael Goloocrya
President of Cr Auto Sales, Inc.
signature

#### /Oval stamp of Cr Auto Sales Incorporated

- Advance pa men of the Buyer is not the final purchase of the automobile but guarantees its reservation for a definite turn stipulated separately
- In case of advance payment and untimely payment of the full cost of the automobile. G-Auto Sales, inc reserves the right to sell such automobile
- In case of termination of the contract for purchase of the automobile by the Buyer, a client gets credit from the company or return of money less 10% of the automobile cost. Such return is made after sale of the automobile to another client.
- 4 Having reserved the automobile on the website of G-Auto-Sales, Inc. the Buyer confirms that he is familiarized with the rules of execution of sales/purchase of the automobile and agree with them
  - Bank commissions and commissions of bank of intermediaries are paid by he Buyer
- 7 G Auto Sales, Inc. guarantees legality of the origin of sold automobiles.
- 8 The chent undertakes to pay for port costs and warehouse costs in Kotka City

ak yes or yo \* 'ooperation!

If you have any questions on payment with to email account@globalautosa.com

### CERTIFICATE OF ACCURACY

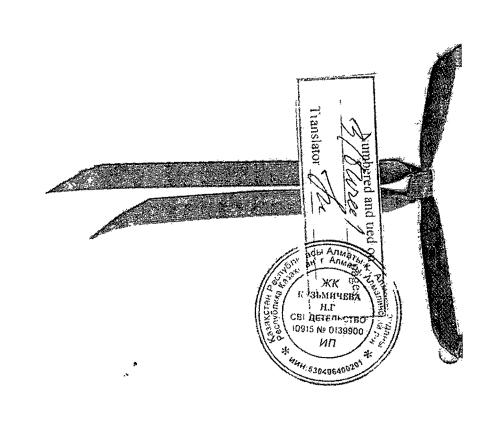
This is to certify that this is a true and correct English translation of the attached copy of the original document.

Made in the City of Almaty Republic of Kazakhstan, on this 29<sup>th</sup> day of February, 2016

Translator Nadezhda G Kuzmicheva

<Round stamp of the translator KUZMICHEVANG</p>
Individual Entrepreneur Certificate Series 10915 No 0139900,
Almaty City Republic of Kozakhstan \* IIN 530406400201\*>







www.GlobalAutoUSA.co

G-Auto Sales, Inc.

Contract-Invoice

www.GAU10U! com G Auto Sales, Inc.

150-1 Conlage Lane Delrar N. 38075

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+ 1495; 1-8449 7 (8 .2) 735-426

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Citizens Bank

Bent address

1 Citizens Drive

Riverside RI 02915

Buyer. Name

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Address Khanty Mansysk Obskeya st 22/7

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Account No

6236012168

ABA CTZIUS33 SWIFT CODE

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Michael Colobelya

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#### CERTIFICATE OF ACCURACY

This is to certify that this is a true and correct English translation of the attached of the original document.

"I Gulbakhor I shmuratova declare and state under penalty of perjury under the la United States of America that the annexed English translation is a true and accurat of the annexed original Russian language document"

Made in Khanty-Mansiysk, Khanty-Mansi Autonomous okrug-Yugra, Tyumer Russian Federation on this 05<sup>th</sup> day of May 2016

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Текст с русского на анг Эшмуратова Гулбахор		•	/.



## G-Auto Sales, Inc. Договор-Инвойс

www.GlobalAutoUSA.com www.GAUTOUSA.com G Auto Sales, Inc.

150-1 Carriage Lane, Delran, NJ 08075

+ 7 (495) 721-8449 + 7 (812) 336-4264 kotkacars@gmail.com Инвойс №: 67779

Дата: 8/22/2012

cars@globalautousa.com

#### Банковские реквизиты:

Название банка. Citizens Bank

Адрес банка.

1 Citizens Drive

Riverside, RI 02915

Покупатель.

DNO.

Овчинников И.Ю.

Адрес.

г Ханты-Мансийск ул. Обская, д,22 кв.7

Телефон: +79028141265

oiur@rambler.ru

ovigur@mai

№ счёта:

6236012168

ABA.

036076150

SWIFT CODE.

CTZIUS33

Убедительная просьба ко всем клиентам. После перевода денег отправляйте подтверждение (Ваше имя, сумма, номер лота или последние 6 цифр VIN) на еmail адрес бухгалтерии: account@globalautousa.com

Перед тем как забирать свой автомобиль, обязательно закажите открепление сверьтесь с бухгалтерией и сообщите ФИО человека, который будет забирать авто. Без открепления будет взыматься штраф в размере

15 enpo.

Кол-во	Лот №	Год	Марка/модель	VIN	Цена за ед.	Сумма
1	15095	2009	GMC Acadia	1GKLVNED6AJ138200	28900	28900
1						
	- 1			deposit	27500	27500
				Скидка (если пре	доставлена)	

Издержки, взымаемые нашим банком за перевод денег Произведена оплата

итого:

1420



Майкл Головеря, Президент компании G Auto Sales, Inc.

- 1. Предоплата со стороны Покупателя не является окончательной покупкой автомобиля; а гарантирует его бронирование на определенный срок обговариваемый отдельно.
- 2. В случае внесенной предоплаты и несвоевременной доплаты полной стоимости автомобиля, компания G Auto Sales, Inc. оставляет за собой право выставить неоплаченный авто на продежу
- 3. В случае расторжения договора на приобретение автомобиля со стороны Похупателя склиент получает кредит с компанией или возврат денежных средст за вычетом 10% от стоимости автомобиля. Возврат производится после продажи автомобиля другому клиенту.
- 4. Зарезервировав автомобиль на сайте компании G Auto Sales, Inc. Покупатель подтверждает, что ознакомился с 5.Bce правилами оформления сделки купли-продажи автомобиля и согласен с ними. банковские затраты и комиссии бнков-посредников оплачиваются покупателем
- 6. Компания G. Auto Sales, Inc. гарантирует легитимность и законность происхождения продаваемых автомобилей
- Покупатель должен заказать открепительное удостоверение за 5 рабочих дней в бухгалтерин компании.
- 8. Клиент обязуется оплатить портовые расходы и расходы по складу в г. Котка



# G-Auto Sales, Inc. Договор-Инвойс

www.GlobalAutoUSA.com www.GAUTOUSA.com

G Auto Sales, Inc.

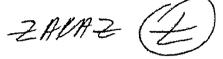
150-1 Carriage Lane, Delran, NJ 08075

+ 7 (495) 721-8449

+7 (812) 336-4264 kotkacars@gmail.com

cars@globalautousa.com

Дата: 8/22/2012 Инвойс №: 67779



#### Банковские реквизиты:

Название банка: Citizens Bank

Апрес банка:

1 Citizens Drive

Riverside, RI 02915

Покупатель:

ФИО:

Овчинников И.Ю.

Адрес:

г Ханты-Мансийск ул. Обская, д.22 кв.7

Телефон; +79028141265

olur@rambler.ru

№ счёта:

SWIFT CODE:

6236012168

ABA.

036076150

CTZIUS33

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account@globalautousa.com

Перед тем как забирать свой автомобиль, обязательно закажите открепление - сверьтесь с бухгалтерией и сообщите ФИО человека, который будет забирать авто. Без открепления будет взыматься штраф в размере 15 espo.

Кол-во	Лот №	Год		Марка/модель	,		VIN	Цена за ед.	Сумма	1
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Скидка (если предоставлена)

Издержки, взымаемые нашим банком за перевод денег

20

Произведена оплата

итого: 19920



Майкл Головеря,

Президент компании G Auto Sales, Inc.

1. Предоплата со стороны Покупателя не является окончательной покупкой автомобиля, а гарантирует его бронирование на определенный срок, обгозариваемый отдельно.

2. В случае внесенной предоллаты и несвоевременной доплаты полной стоимости автомобили, компания G Anto Sales, Inc., оставляет за собой право выставить иеоплаченный вато на продажу.

\*\*ELLIVED\*\* 4 1600 | 0168 3. В случае расторжения договора на приобретение автомобиля со стороны Покупателя, склиент получает кредит,с компанией или возврат денежных средст за вычетом 10% от стоимости автомобиля.

Возврат производится после продажи автомобиля другому кливиту. 4. Зарезервировав автомобиль на сайте компании G Auto Sales, Inc. Покупатель подтверждает,

правилами оформления сделки купли-продажи автомобиля и согласен с ними. банковские затраты и комиссии биков-посредников оплачиваются покупателем.

Компания G Auto Sales, Inc. гарантирует легитимность и законность происхождения продаваемых автомобилей.

Покупатель должен заказать открепительное удостоверение за 5 рабочих дней в бухгалтерии компании.
 Клиент обязуется оплатить портовые расходы и расходы по складу в т. Котке

Благодарим за сотрудничество!

Если у Вас возникли вопросы по оплате, пишнте на email: account@globalautousa.com



## G-Auto Sales, Inc. Договол-Инвойс

www.GrobalAutoUSA.com www.GAUTOUSA.com G Auto Sales, Inc. 150-1 Carriage Lane, Delran, NJ 08075

Дата: 10/5/2012 Инвойс №: 98324

Банковские реквизиты:

Покупатель.

Рзаева Ирина Владимировна

Название банка: Citizens Bank

ΦNO.

Рзаева Ирина Владимировна

Адрес банка.

1 Citizens Drive Riverside, RI 02915 Адрес:

РФ,г.Сыктывкар,ул.Сорвачёва,д.18,кв.1

№ счёта:

6236012168

ABA.

036076150

SWIFT CODE CTZIUS33

Убедительная просьба ко всем коментам. После перевода денег отправляйте подтверждение (Ваше имя, сумма, номер лота или последние 6 цифр VIN) на еmail адрес бухгалтерии: account@globalautousa.com

Перед тем как забирать свой автомобиль, обязательно закажите открепление сверьтесь с бухгалтерией и сообщите ФИО человека, который будет забирать вего. Без открепления будет взыматься штраф в размере 15 enpo.

Кол-во	Лот №	Год		VIN	Цена за ед.	Сумма
1	15064	2011	1J4NF5F	87BD282296	\$15,900	\$15,900
				A:	<u> </u>	**************************************

Скидка (если предоставлена)

Издержки, взымаемые нашим банком за перевод денег

Произведена оплата

ИТОГО

\$15,920

\$20



Майкл Головеря, Президент компании G Auto Sales, Inc.

ш. Предоллата со стором. Покуп темя но твлястя погла печай THOM & IMOUN рренирование на оприделе вый срои обговаривает им отдела го

В слу за энесникай эпец в эты - м воезя члюнный дог ать полицой - ыя YHE STEEL THE HETHEVEN YOR AT ROSE OF PROCON TERMENDO получае -редит честание. 3. В штучае расторжен чя "оговоря на триосичте не ее смобы

тии возграт денежны средст за вычетс: .0% стоимуют затоги гра Возграт прошеводится проде проде: ватом эбига вкустиу за эт 4. Заризераирочае автомиции на саите компении С.А. и. Sa. s. b. Пок How i was your iberiact diction which carry and early оформления сделки гулли-прочах и автом трила и согладет с чим

5 Boe бы иголожие затраты и причосит бысты юсь диналогы опримыем ор чому ит пось. В.Компания G Auto Sales, Inc. пасын читует первыменесть и заы несть прост ис де је прог намых автомобил м

7 і понупатель должен зан эть открет тенько удесто, в пле за поткрет тей бу яптерия игании

Благодарим за сотрудничество!

Если у Вас возникли вопросы по оплате, пишите на email: account@globalautousa.com

On the letterhead of G-Auto Sales, Inc.!

#### CONTRACT-INVOICE

Date: '

05.10.2012

Invoice No

98324

BANK ESSENT AL ELEMI NTS:

BUYER.

RZAEVA IRINA VLADIMIROVNA

Bankname Circzens Baos

Bank address. 5 Citizens Drive

Riverside,RI 029 >

Russia, Syktyvkar,

Address

18 Sorvacheva str Apt. I

Account No:

6236012168

ABA.

036076150

SWIFT CODE.

CTZIUS33

We ask all the clients after transfer of money send please confirmation (your name, sum, lot number of last 6 numbers of VIN)to the e-mail address of the accounting

office: account@globarautousa.com

Before taking of your automobile, order release-check with the accounting office and inform about the name of the person who will take the auto. Without such release the penalty in the amount of 15 Euro must be collected.

Q-fy	Lot#	Year	VIN Unitprice	Sum
1	15064	2011	1J4NF5FB7BD282296 \$15 900	\$15 900
			Discount (ifany) Bank commission for money transfer	\$20
			Paymentmade	
			Total:	\$15 920

#### /Signature/

#### MichaelGoloverya, President of G Auto Sales, Inc.

/Oval stamp of G-Auto, Inc.

1 Advance payment of the buyer is not the final purchase of the automobile, but guarantees it's reservation for the definite term slipulated separately

2. In case of advance payment and untimely payment of the full cost of the automobile, G-Auto Sales Inc.

reserves the right to sell such automobile

3 In case of termination of the contract for purchase of the automobile by the buyer, a client gets credit from the company or return of money less 10% of the automobile cost. Such return is made after sale of the automobile to another client.

4 Having reserved the automobile on the web site of G-Auto Sales, Inc. the Buyer confirms that he is familiarized with the rules of execution of sales/purchase of the automobile and agree with them.

5. Bank commissions and commissions of bank intermedianes are paid by the Buyer.

6. G-Auto Sales, Inc., guarantees legality of the origin of sold automobiles

7 The client undertakes to pay for the port costs and warehouse costs in Kotka City

	Thank you for your cooperation!
••	It can have any ourstions on payment, write to email:
	account@globalautousa.com

ு <u>சிகிர்வையக் கொழும் பக பியக்கைக்கத் கிகிற</u> declare and state under penalty of perjuiunder the laws of the United States of America that the annexed English translation is a true and \_\_declare and state under penalty of perjury accurate translation of the annexed original Russian language document.\*\*

Город Сыктывкар Республика Коми, тринадцатого апреля две тысячи шестнадцатого года.

Bahdonum Examerica Rimaraelno Bay

Город Сыктывкар, Республика Коми

Тринадцатого апреля две тысячи шестнадцатого года.

Я, Кромкина Ксения Васильевна нотариус Сыктывкарского нотариального округа Республики Коми свидетельствую подлинность подписи, сделанной переводчиком с русского языка на английский язык Барбониной Екатериной Николаевной в моем присутствии Личность ее установлена

Зарегистрировано в реестре за № 2Г-1069

Взыскано по тарифу: 500 руб 00 коп В том числе взыскано за услуги правового и технического характера. 400 руб 00 коп

Кромкина К.В



## G-Auto Sales, Inc. Договор-Инвойс

www.GlobalAutoUSA.com www.GAUTOUSA.com

G Auto Sales, Inc.

150-1 Carriage Lane, Delran, NJ 08075

+ 7 (495) 721-8449

+ 7 (812) 336-4264

sales@globalautousa.com cars@globalautousa.com

Дата 24/10/2012 Инвойс № **W4722** 

#### Банковские реквизиты:

Название банка: Citizens Bank

Адрес банка:

1 Citizens Drive

Riverside, RI 02915

Покупатель.

ΦNO.

Некипелов Денис Николаевич

Appec:

СП6 пр-т Наставников 45-1-183

9112717070

nekipelov@inbox.ru

№ счета

6236012168

ABA.

036076150

SWIFT CODE.

CTZIUS33

Убедительная просьба ко всем клиентам После перевода денег отправляйте подтверждение (Ваше имя, сумма, номер лота или последние 6 цифр VIN) на етай адрес бухгалтерии: account@globalaulousa.com

Перед тем как забирать свой автомобиль, обязательно закажите открепление сверьтесь с бухгалтерией и сообщите ФИО человека, который будет забирать авто. Без открепления будет взыматься штраф в размере 15 espo.

Кол-во	Лот №	Год	Марка/модель	VIN	Цена за ед.	Сумма
1	14653	2009	Mercedes-Benz C300	WDDGF81X49R073295	19,900	19 900

Скидка (если предоставлена)

Издержки, взымаемые нашим банком за перевод денег

20

Произведена оплата

NTOLO.

19,920



Майкл Головеря, Президент компании G Auto Sales, Inc.

- 1. Предоплата то стороны Покупателя не является окончательной покупкой автомобиля, а гарантирует его бронирование на определенный срок, обговариваемый отдельно.
- 2 В случае внесенной предоплаты и несеревременной доплаты полной стсимости автомобиля компания G Auto Sales Inc оставляет за собои право выставить неоплаченный авто на продажу
- 3. В случае расторжения договора на приобретение автомобиля: со стороны Покупателя, склиент получает кредит с компанией или возерат денежных средст за вычётом 10% от стоимости автомобиля Возврат производится после продажи автомобили другому клиенту
- 4 Зарезервировав автомобиль на сайте компании G Auto Sales Inc. Покупатель подтверждает, что ознакомился с правилами оформления сделки кулли-продажи автомобиля и согласен с ними:
- 5 Все банковские затраты и комисски быков-посредников оглачиваются покупателем
- 6 Компания G Auto Sales, Inc. гарантирует, легитимность и законность происхождения продаваемых автомобилей
- 7. Алиент обязуется оплатить портовые сборь, и расходы по складу в г. Котка
- 8 Помупатель должен заказать открепительное удостоверение за 5 рабочих дней в бухгаптерии компании



## G-Auto Sales, Inc.

www.GlobalAutoUSA.com www.GAUTOUSA.com

G Auto Sales, Inc.

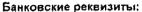
150-1 Carriage Lane, Delran, NJ 08075

+ 7 (495) 721-8449

+ 7 (812) 336-4264

sales@globalautousa.com cars@globalautousa.com

Дата: 24/10/2012 Инвойс No: W4722



Название банка. Citizens:Bank

Адрес банка:

1 Citizens Drive

Riverside, RI 02915

Покупатель.

ФИО:

Некипелов Денис Николаевич

Адрес:

СПб пр-т Наставников 45-1-183

9112717070

nexipelov@inbox.ru

№ счёта:

SWIFT CODE:

ABA.

6236012168

036076150

CTZIUS33

Убедительная просьба ко всем клиентем. После перевода денег очноджаетдоп отйкласанто (Ваше имя, сумма, номер лота или поспедние 6 цифр VIN) на етай адрес бухгаттерии: account@globelautousa.com

Перед тем как забирать свой автомобиль, обязательно закажите открепление - сверьтесь с Бухгалтерией и сообщите ФИО человека, который будет забирать авто, Без открепления будет взыматься штраф в размере 15 eppo.

Кол-во	ЛОТ №	Год	Марка/модель	VIN	Цена за ед.	Сумма
1	14653	2009	Mercedes-Benz C300	WDDGF81X49R073295	19,900	

Скидка (если предоставлена)

Издержки, взымаемые нашим банком за перевод денег

Произведена оплата

итого:

19,920

20



Майкл Головеря,

Президент компании G Auto Sales, Inc. Seles / 19900 (2168) 10/25/12

3 00

30

Благодарим за сотрудничество!

Если у Вас возникли вопросы по оплате, пишите на email: account@globalautousa.com

celeased bot 14653 vin# 073295 12/10/12

# APPENDIX "C"

71A. Details of Charges

**ÖUR** 

------ Instance Type and Transmission ------Notification (Transmission) of Original sent to SWIFT (ACK) Network Delivery Status Network Ack Priority/Delivery Normal Message Input Reference 1535 121018KHANRUMMAXXX4774638811 ----- Message Header Swift Input FIN 103 Single Customer Credt Transfer Sender , KHANRUMMXXX BANK OF KHANTY-MANSIYSK OAO KHANTY-MANSIYSK RU Receiver . CHASUS33XXX JPMORGAN CHASE BANK, N A. NEW YORK, NY US ----- Message Text 20 Sender's Reference 181012HMB0000003 23B. Bank Operation Code **CRED** 32A Val Dte/Curr/Interbnk Settld Amt Date . 18 October 2012 Currency , · USD (US DOLLAR) #1420,# Amount 33B. Currency/Instructed Amount Currency . USD (US DOLLAR) #1420,# Amount 50F Ordering Customer - ID CCPT/RU/6702696220 1/OVCHINNIKOV IGOR YUREVICH 2/0BSKAYA UL 22, 7 3/RU/KHANTY-MANSIYSK 57A Account With Institution - FI BIC CTZIUS33XXX RBS CITIZENS, NA PROVIDENCE, RI US 59: Beneficiary Customer-Name & amp, Addr /6236012168 G AUTO SALES INC CARRIAGE LANE, DELRAN, NJ 08075, USA 70 Remittance Information PAYMENT INVOICE 67779 DD 22/08/2012

```
Mobification (Transmission) of Original sent to SWIFT (ACK)
Network Delivery Status : Network Ack
                      Normal
Priority/Delivery
Message Input Reference 1546 120823WHAMRUMMAXXX4730622461
----- Message Reader -----
Swift Input : FIN 103 Single Customer Credt Transfer
         PHANRUMMXXX
Sender
          BANK OF KHANTY-MANSIYSK OAO
          KHANTY-MANSIYSK RU
         CHASUSSSXXX
Receiver
          JPMORGAN CHASE BANK, N.A.
          NEW YORK, NY US
20 Sender's Reference
     120823HMB0000005
23B Bank Operation Code
     CRED
32A Val Dte/Curr/Interbnk Settld Amt
                   23 August 2012
     Date
                   USD (US DOLLAR)
     Currency
                                 #19920,#
     Amount
33B. Currency/Instructed Amount
                  USD (US DOLLAR)
     Currency
                                 #19920,#
     amount
     Ordering Customer - ID
50 F
     CCPT/RU/6702696220
     IN OACH INN IKOA I GOB AREAICH
     2/0BSKAYA UL 22, 7
     3/RU/KHANTY-MANSIYSK
 57A. Account With Institution - FI BIC
     CTZIUS33XXX
     RBS CITIZENS, NA
     PROVIDENCE, RI US
     Beneficiary Customer-Name & Addr
     /6235012168
     G-Auto Sales, Inc.
      150-1 Carriage Lane, Derlan,
     MJ 08075, USA
  70 Remittance Information
     PAYMENT FOR INVOICE 67779
      DD. 2012/22/08 FOR AUTO GMC Acadia
      VIN-1GEREURED7CJ311360
 71A Details of Charges
  ----- Message Trailer ------
  (CHK.7CE298E629AE)
 PKI Signature MAC-Equivalent
  ----- Interventions
              Network Report
  Category
  Creation Time 23/08/12 15 45 18
  Application SWIFT Interface
               SYSTEM
  Operator
  (1 F21KHANRUMMAXXX4730522461)(4 (177 1208231546)(451 0))
  Text
```

OUR

```
------ Instance Type and Transmission ------
Notification (Transmission) of Original sent to SWIFT (ACK)
Network Delivery Status · Network Ack
                      Normal
Priority/Delivery
Message Input Reference : 1616 121002KHANRUMMAXXX4762634046
----- Message Header
Swift Input . FIN 103 Single Customer Credt Transfer
Sender KHANRUMMXXX
          BANK OF KHANTY-MANSIYSK OAO
          KHANTY-MANSIYSK RU
Receiver : CHASUS33XXX
          JPMORGAN CHASE BANK, N.A.
          NEW YORK, NY US
----- Message Text -----
 20. Sender's Reference
     021012HMB0000006
23B Bank Operation Code
     CRED
32A Val Dte/Curr/Interbnk Settld Amt
    Date . 02 October 2012
    Currency USD (US DOLLAR)
                                   #7620,#
     Amount
33B Currency/Instructed Amount
     Currency USD (US DOLLAR)
     Amount
                                   #7620,#
50F Ordering Customer - ID
     CCPT/RU/6702696220
     1/OVCHINNIKOV IGOR YUREVICH
     2/OBSKAYA UL 22, 7
     3/RU/KHANTY-MANSIYSK
57A Account With Institution - FI BIC
     CTZIUS33XXX
     RBS CITIZENS, NA
     PROVIDENCE, RI US
 59: Beneficiary Customer-Name & amp; Addr
     /6236012168
     G-AUTO SALES, INC
     150-1 Carriage Lane, Derlan, NJ 080
 70 Remittance Information
     PAYMENT FOR INVOICE 67779
     in 2012/22/08 za AVTO GMC Acadia
     VIN 1GKEV33D49J165908
 71A Details of Charges
```

# БАНКОВСКИЙ ОРДБР N 25

08 октября 2012 г

Дата

And the second of the second s					
Сумма прописью	Четыреста девяности коп (15920,00 USD)	Четыреста девяносто три тысячи сто двеналцать руб 45 кол (15920,00 USD)	ть руб 45	Вид оп.	
Harrishak	•	e de la completa des de la completa		Очер. плат	
РЗАЕВА . ВЛАДИМИРОВНА	Мничи	42307840228003800098	493	493112-45 L	Cymnia 13920-00 USD
The state of the s	TO THE COMMENT OF THE			***************************************	
Получатель		C4 N		······································	
ОАО "Сбербанк Россин" ОАО «Сбербанк Отделение %	сии" Филиал России» 8617	30220\$40928000002000		outstand and the state of the s	
Дополнительный офис №8617/043 Отделения №8617 ОАО "Сбербанк России"	c N28617/043 17 OAO			nnte din state / Albhum an an agus an a galla shlaigaga	
			ONDERTO BAROL CONTO, A REMOVED CONTO BARABADIA	·	
AND THE CALL AND A MILE AND A CALL AND A CAL	office is a the service organic restaurable of the service and described the service of the serv	Назначение платежа			w recens the state of the state
CIDICALINE HIS OCHOBAL PROPERTY IN CHARACTER STORY IN C	ни <u>и персвода</u> BANK U <u>NI'[EI</u> 5 счет <u>№ 623</u>	Списание на основании персвода в другое учреждение банка Перевод в CITIZENS BANK UNITED STATES I CITIZENS DRIVE RIVERSIDE, RI 02915 счет № 6236012168 получатель-/G-AUTO SALES, INC	The state of the s	Отмети	Отметки банка
Подпись клиента (получателя ценностей)	получателя п	енностей)	7	THE PROPERTY AND ADDRESS OF THE PROPERTY OF TH	dediliondariolismanapada de demonstratura y consumentante de despetados
Бухгалтерский работник	ОТНИК	MACJIOBA OM /	-	en state afterioris in the state of the stat	of the constitution of the statement of
ОАО "Сбербанк России"	ACMW <sub>p</sub>				

PAYMENT ORDER # 25 OCTOBER 8TH 2012 DATE

AMOUNT IN WRITING	Four hundred and ninety three thousand one hundred and twelve rubles forty-five kopeks (15920.00 USD)	Form of payment	17
Ordering customer	Account number		Amount
RZAEVA IRINA VLADIMIROVNA	42307840228003800098	493112-45	15920 USD
Recipient	Account number		
OJSC "Sberbank of Russia" Branch of OJSC "Sberbank of Russia"Branch bank Nº8617 Additional office Nº8617 / 043 Branch Nº8617of OJSC "Sberbank of Russia"	30220840928000002000		
	Purpose of	of payment	
Transfer to CITIZENS BA	fer to another banking institution of the control o	ZENS	nces
Customer initial: / signatu			

Accountant, IVIASL	LOVA O.IVI. 7 SIGITATI	uie į	
PECTANCIII AD	CTARRO DAVRIENT	COMPI	ETEN

RECTANGULAR STAMP\*PAYMENT COMPLETED\*/

**1	Baliboi u va	E N	5all	declare and state under penalty of perjury under
he is	ws of the United	States o	América that the	e annexed English translation is a true and accurate

25 ONT ZOIZ , THE STEERENS

Account: 5236012168 - G Auto Sales INC

Emiliar Company and the company of t

Processed on: 10/25/2012

Transaction Type: Wire Transfer in

BAI Code: 195 - Incoming Money Transfer

Bank Ref Number:

Customer Ref Number

Date: 10/25/2012

Amount Credited: \$19,900.00

Description:

FED NO: 1025B1QGC05C00088610250801FT03 SENDER BNK: JPMORGAN CHASE BANK, NA SENDER ADDRESS NEW YORK, NY SENDER ID: 021000021 ORG ID: 42301840600470205265 ORG NAME. NEKIPELOV DENIS NIKOLAEVICH ORG ADDRESS: PAS8704975506 RUSSIA SANKT-PETEBURG PR NASTAVNIKOV 45/1-183 ORG FI ID: 021000021 ORG FI: JPMORGAN CHASE BANK, NA ORG FI ADDRESS: NEW YORK, NY BNF ID: 6236012168 BNF NAME: G AUTO SÁLES INC BNF ADDRESS. 150 CARRIAGE LN # 1 DELRAN NJ 08075 OBI: PAYMENT FOR AUTOMOBILE RF8(ORF): SWF OF 12/10/25 RFB(SRF): 5013400299JS

SOLOSE PRINT

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WHE BET IN 11/1 TO FOT II ... 46194
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                                                                                                                                                                                                         05 ді тібр., 2017р
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# APPENDIX "D"

							[Print]
Shipment Information		USPPI					
Flier ID	113154282	Name		GLQI	BAL AUT	O INC.	
Shipment Reference Number	038EUL1046438	ID Nur	nber	2236	73425 (	EIN)	
ITN:	XZD121218003923	Contac	t	SERC	SEY SER	<b>JEY</b>	
Current Date/Time:	Finu Apr. 28 14 18:28 2016 EDT	Phone		9083	515888		
		Cargo	Origin			AGE LANE	
Departure Date	12/22/12			UELF	AN, NI (	76073	
Transportation Reference Number	104211	Hillian	te Consign				
Origin State	YNEW YORK (NY)	Name	ce Consigne		CALTIT		
Country of Dest.	福節NIAND (FI)				ONT LT	,	
Export Port	NEW YORK, NY (1001)	_	nee Type	()			
Unlading Port	KOTKA,FINLAND (40549)	Contac Phone	it.	2505	2604723	•	
Mode of Transportation	VESSEL (10)	Addres	_		2604722		
Carrier SCAC/TATA	UNKNOWN CARRIER (UNKN)	Addres	•		TUULEN A, FI 48		
Conveyance Name	KAETHE C. RICKMERS 1250			····			
Routed Transaction?	No	Freight	: Forwarde:	•			
Related Companies?	No	Name		EMPI	RE UNIT	ED LINES	
Hazardous?	No	ID Nun	nber	1131	542 <b>82</b> (I	EIN)	
		Contac	t	MICH	AEL HIT	RINOV	
		Phone		7189	986900		
		Addres	S			ISLAND A	-
				BROC	KLYN, N	Y 11223 l	JS
Commodities		-		•			
Item EIC Schedule B/HTS/Description			Gross Wt.		_	License	
1 OS 8703900000 2010 GMC ACADIA SLT-2		1 NO	2160 KG	\$ 27700	D	C33	Yes
	EQUIRED, OR ONLY CONTROLLED FOR						
ANTI-TERRORISM (AT) (C33)							
Used Vehicle Details Vehicle ID: 1GKLVNED6AJ138200							
ID Type: Product ID Vehicle Title:							
Vehicle State							
2 OS 8703900000 2010 ACURA RDX		1 NO	1652 KG	\$ 21400	D	C33	Yes
License Details							
License Type: NLR NO LICENSE R ANTI-TERRORISM (AT) (C33)	EQUIRED, OR ONLY CONTROLLED FOR						
Used Vehicle Details							
Vehicle ID: 5J8TB2H29AA000682 JD Type: Product ID							
Vehicle Title: Vehicle State							
Actime Stare							
Equipment							
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Seal Number

7876388

**Equipment Number** 

TCNU8761450

(Print) LISPPT **Shipment Information** GLOBAL AUTO INC. 113154282 Name Filer ID 223673425 (EIN) 038EUL4039353 **ID Number** Shipment Reference Number (2012) 108005351 SERGEY SERGEY ITN: Contact nu Apr. 28 14:22:47 2016 EDT 9083515888 Current Date/Time: Cargo Origin 150-1 CARRIAGE LANE DELRAN, NJ 08075 **Departure Date** Transportation Refere Origin State Ultimate Consignee Name CARCONT LTD Country of Des INLAND (FI) Consignee Type NEW YORK, NY (1001) Contact KOTKA, FINLAND (40549) Unläding Port 35852604722 Phone VESSEL (10) MERITUULENTIE 424 Address Carrier SCAC/TATA UNKNOWN CARRIER (UNKN) KOTKA, FI 48310 KAETHE C. RICKMERS 1245 Conveyance Name Routed Transaction? Freight Forwarder Related Companies? No EMPIRE UNITED LINES Name No Hazardous? **ID Number** 113154282 (EIN) Contact MICHAEL HITRINOV Phone 7189986900 2303 CONEY ISLAND AVE Address BROOKLYN, NY 11223 US Commodities Qty Gross Wt. Value Origin License Vehicle Item EIC Schedule B/HTS/Description 1 NO 1521 KG \$ 15888 D C33 Yes OS 8703900000 2009 VOLKSWAGEN TIGUAN License Details License Type: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR ANTI-TERRORISM (AT) (C33) **Used Vehicle Details** Vehicle ID: WVGBV75N29W525297 ID Type: Product ID Vehicle Title: Vehicle State 1 NO 1774 KG \$ 10600 D C33 OS 8703900000 Yes 2011 JEEP COMPASS License Details License Type: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR ANTI-TERRORISM (AT) (C33) Used Vehicle Details Vehicle ID: 134NF5FB78D282296 ID Type: Product ID Vehicle Title: Vehicle State 1 NO 1523 KG \$ 20800 D Yes 8703900000 2009 MERCEDES-BENZ C300 License Details License Type: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR ANTI-TERRORISM (AT) (C33) Used Vehicle Details Vehicle ID: WDDGF81X49R073295 ID Type: Product ID Vehicle Title: Vehicle State Equipment

Seal Number

7876117

**Equipment Number** 

TGHU8737440

[Print]

Shipment Information

Filer XD

Shipment Reference Number

ITN.

Current Date/Time:

Departure Date Transportation Referen

Origin State Country of Desi

Export Port Unlading Port

Mode of Transpol Carrier SCAC/TATA

Conveyance Name **Routed Transaction?** 

Related Companies?

Hazardous?

113154282

038EUL4039353

x20121108005351

10 Apr. 28 14.22:47 2016 EDT

FINIAND (FI)

NEW YORK, NY (1001) KOTKA, FINLAND (40549)

VESSEL (10)

UNKNOWN CARRIER (UNKN)

KAETHE C. RICKMERS 1245

No No USPPI

GLOBAL AUTO INC. Name 223673425 (EIN) ID Number SERGEY SERGEY Contact

9083515888 Phone

150-1 CARRIAGE LANE **DELRAN, NJ 08075** 

Ultimate Consignee

Cargo Origin

CARCONT LTD Name

Consignee Type

Contact

35852604722 Phone MERITUULENTIE 424 Address KOTKA, FI 48310

()

Freight Forwarder

EMPIRE UNITED LINES Name 113154282 (EIN) ID Number MICHAEL HITRINOV Contact 7189986900

Phone

Qty Gross Wt. Value

1 NO 1774 KG \$ 10600 D

1 NO 1521 KG

2303 CONEY ISLAND AVE Address BROOKLYN, NY 11223 US

\$ 15888 D

Commodities

Item EIC Schedule B/HTS/Description

OS 8703900000 2009 VOLKSWAGEN TIGUAN

LICENSE TYPE: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR ANTI-TERRORISM (AT) (C33)

**Used Vehicle Details** 

Vehicle ID: WVGBV75N29W525297

ID Type: Product ID Vehicle Title: Vehicle State

8703900000 OS 2 2011 JEEP COMPASS

License Type: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR ANTI-TERRORISM (AT) (C33)

Used Vehicle Details Vehicle ID: 134NF5FB7BD282296

ID Type: Product ID Vehicle Title: Vehicle State

8703900000

2009 MERCEDES-BENZ C300

License Type: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR

ANTI TERRORISM (AT) (C33)

**Used Vehicle Details** 

Vehicle ID: WDDGF81X49R073295

ID Type: Product ID Vehicle Title: Vehicle State

Equipment

Equipment Number

TGHU8737440

1 NO 1523 KG \$ 20800 D C33

C33

Origin License Vehicle

Yes

Yes

Yes

Seal Number

7876117

[Print]

Shipment Information

Shipment Reference Number

Transportation Reference Number

ITN:

Current Date/Time:

Departure Date

Origin State

Country of Dest.

Mode of Transportation

Carrier SCAC/TATA

Conveyance Name

**Routed Transaction?** 

Export Port

Unlading Port

113154282

038EUL1045297-2 x20130103022095

The 25, 28 14.50 45 2016 EDT

01/11/13%

104452 NEW YORK (NY)

FINLAND (FI)

NEW YORK, NY (1001) KOTKA, FINLAND (40549)

**VESSEL (10)** 

UNKNOWN CARRIER (UNKN)

MSC SARAH NU301R

Nο No

**Related Companies?** Νo Hazardous?

USPPI

Contact

Phone

Name **ID Number**  GLOBAL AUTO INC. 223673425 (EIN) SERGEY SERGEY

9083515888

150-1 CARRIAGE LANE Cargo Origin

**DELRAN, NJ 08075** 

**Ultimate Consignee** 

CARCONT LTD

**Consignee Type** 

Contact

Phane

Phone 35852604722

MERITUULENTIE 424 Address

()

KOTKA, FI 48310

Freight Forwarder

Name EMPIRE UNITED LINES ID Number 113154282 (EIN) Contact MICHAEL HITRINOV 7189986900

Address

2303 CONEY ISLAND AVE BROOKLYN, NY 11223 US

Commodities

Item EIC Schedule B/HTS/Description

OS 8703900000

2009 TOYOTA PRIUS

License Details License Type: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR ANTI-TERRORISM (AT) (C33)

**Used Vehicle Details** 

Vehicle ID: 1TDKB20U897858466 ID Type, Product ID

Vehicle Title:

Vehicle State OS 8703900000 2

2009 TOYOTA CAMRY

License Details

License Type: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR ANTI-TERRORISM (AT) (C33)

**Used Vehicle Details** 

Vehicle ID: 4T1BE46K19U306703

ID Type. Product ID Vehicle Title:

Vehicle State

Equipment

**Equipment Number** 

TCKU9873233

1 NO 1523 KG \$ 12197 D

Qty Gross Wt. Value Origin License Vehicle

C33

C33

Yes

1 NO 1658 KG \$ 9905 D

Yes

Seal Number

7876363

# APPENDIX "E"

See website for large version of the reverse | Ver página Web para términos y condiciones | Смотри веб-сайт для ознахомильняя с обратной стороной | 提单折圆的放大版话见网站。| www.mscmedship.co.com

In MEDITER	RAN	IEAN SHIPPING	COMPANY S.A.	BILL OF LA			-to-Port" or "Combined port" (see Chause 1)
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SHIPPER:				FORWARDING AGENT			
EMPIRE UNITED LINES  2303 COINEY ISLAND AVE			TEL: 718-008-5900				
BROOKLYN, NY 11223							
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MERITUULENTIE 424. 48310 KOTKA, FINLAND			TEL: +356 5 280 47 22/ FAX: +358 \$ 280 47 55				Ner; E
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TCNUB781450 47 HIGH GUBE ESAL NUMBER: 7875388		1 UNPACKED OR UNPACI VIN# 1GKLVNED6AJ1820	KAGED OF 2010 GMC ACADIA 9LT-2			1,746.000 KGS. 3,853,860 LBS.	
ESE NUMBER (VIVIII						4 500 000 VCC	
		1 UNPACKED OR UNPACI VINW \$18TB2H29AA000582	KAGEO OF 2010 ACURA ROX 2			1,528.000 KGS. 3,364.264 LBS.	
		1 UNPACKED OR UNPACT VINE JTDBT4K31A5282314	KAGED OF 2010 TOYOTA YARIS			1,567.000 KG8. 3,454.644 LB8.	
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DECLARED VALUE (only applicable Charges paid - zee Clause 7.3)		300, 401	too Clause 14.1) 1 cntr		MSC Mediterranean Shipping	Company 8.A.	
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NEW YORK - 22-DECEMBER	-2012	į	22-DECEMBER-2012				

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MEDITER MEDITER	RANEAN SHIPPIN	G COMPANY S.A.	SEA WAYE		18CUAR315118	rt-to-Port" or "Combined naport" (see Clause 1)
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i i	SERVICE CONTRACT NUMBER 12-535WW	PORT OF DISCHARGE KOTKA, FINLAND		PLACE OF DELIVERY (Combi XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	ned Transport ONLY - see	Clauses 1 & 5.2)
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	1 UNPACKED OR UNPACKED OR UNPACKED OR UNPACKED F81248R073:	CKAGED OF 2009 MERCEDES-BENZ C306 295			1,643,000 каз.	
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PLACE AND DATE OF ISSUE NEW YORK - 16-NOVEMBER-20	012	SHIPPED ON BOARD DATE 16-NOVEMBER-2012				

See website for large version of the reverse I Ver pásina Web para términos y condiciones | Смотри веб-саят для ознахомления с обратной стороной | 拉耳氏面的放大波动见所站。| www.mecmedatkipco.com

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SC Website: www.r	nscmedshipco.com	SCAC Code MSCU	NO. & SEQUENCE OF S	Zero	IO, OF RIDER PAGES	
SHIPPER: EMPIRE UNITED LINES 2303 COREY ISLAND AVE BROOKLYN, NY 11223 TEL: 716-988-6900	A COMMITTEE THE PROPERTY OF TH	REF & 103783	FORWARDING AGENT			
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# MEDITERRANEAN SHIPPING COMPANY S.A.

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# APPENDIX "F"

# Exhibit "A"

# MSC MEDITERRANEAN SHIPPING COMPANY S A

12-14 Chemin Rieu - 1208 Geneva - Switzerland Service Contract No 12-535WW

#### 1. ORIGIN(S). IISA

2. DESTINATION(S).

EUUS Estonia, Leetonia, Lithuania, Germany, Belgium, Poland, Finland, Netherlands, France GTBEA Russia, Ukraine, Georgia, Romania, Bulgaria, Israel, Egypt, Lebanon, Turkey, Greece, Benin, Togo, Angola, Guinea, Ghana, Nigeria, Ivory Coast, Gambia, Senegal, Cameroun, Libya,

IPMR: Saudi Arabia, Oman Bahrain, Kuwzit, United Arab Emirates, Iraq, Qatar, Yemen Republic, Pakistan

WCSA, Chile, Colombia, Peru, Ecuador

3. COMMODITY(IES) Motor Vehicles, NOS, Motor Vehicle Parts, NOS, Machinery, NOS

# MINIMUM VOLUME COMMITMENT ("MVC") OR PORTION.

EUUS 10000 GTBEA. 100 TEUS IPMR. 500 TEUS WCSA: 100 TEUS

TOTAL MVC 10700 TEUS

# 5. RATES AND CHARGES.

# See Appendix A

- (a) In addition to the rates stated in this Contract, shipments made hereunder shall be subject to the rules, regulations, terms, conditions, surcharges, general rate increases, and all other provisions listed in Carrier's tariff(s) applicable to carriage between the relevant port of loading and the port of destination and in effect at the time of shipment including but not limited to any fees, costs, levies or charges whatsoever arising out of or related to clean air programs, and to the terms and conditions of Carrier's bill of lading or sea waybill, as the case may be, and all said provisions are hereby incorporated in this Contract by reference.
- (b) The rates in this Contract shall be subject to increase by the amount of any general rate increase published in the Carrier's rate tariff applicable to the Trade(s) covered by this Contract Said increase shall be applied by the Carrier automatically and Shipper consents to Carrier filing an amendment to this Contract with the Federal Maritime Commission reflecting said increase, without any further signature or consent of the Shipper If rates are increased through application of this paragraph, Shipper may in its discretion request a negotiation in good faith regarding a reduction of the increase published by the Carrier If a signature, in this case necessary, is delayed by more than five (5) business days, the Carrier can and will assess all shipments at the applicable rate based on the general rate increase as published in its tariff from the time same is into effect
- (c) If during the term of this Contract, security related charges are published by Carrier  ${
  m in}$ the governing tariff(s) applicable to this Contract, covering such as, but not limited to, security charges as may be introduced at ports/ terminals covered by this Contract, such tariff published security related charges will apply in addition to all other conditions and provisions set forth in this Contract

Contract does not include any ISPS Security Charges, which do not form PART of the freight, and which are additionally payable as levied locally by the loading and discharging port terminals.

- (d) If during the term of this Contract, Carrier changes its policy and no longer provides chassis, it shall have the right to cease providing chassis after a ninety (90) days notice to the Shipper In the event that Carrier exercises its right to stop providing chassis, Shipper shall have the right to terminate this Contract as at the expiry of the notice or earlier by agreement Such right to terminate shall be the sole remedy of the Shipper for Carrier's exercise of its right to stop providing chassis
- Notwithstanding any provision herein to the contrary whatsoever, where the Carrier is subject to (m) Third Party Costs Clause extra or increased costs in the performance of this Contract which arise
  - 1 From facts or circumstances which were not within the contemplation of the parties at the time this Contract was made; and
  - 2 The extra or additional costs are raised by a third party, subcontractor or company used by the Carrier in the performance of this Contract;

The Carrier shall be entitled to add the extra or additional costs to the total costs involced to the Customer and they shall apply as if the said extra or additional costs had always formed part of this Contract The Carrier shall, if requested, provide documents in support of the extra or additional costs

- (f) Shipments hereunder moving to and/or from an inland destination and/or origin shall be subject to the applicable inland portion published in the relevant Carrier tariff at the time of shipment, except as otherwise expressly provided herein.
- (h) For purposes of this Contract, a container of 20' external length shall constitute one TEU, a container of 40' external length (including a 40' high-cube container) shall constitute one FEU or two TEUs

# 6. CERTIFICATION OF SHIPPER STATUS

Shipper hereby certifies its status as (check only one of the following)

- A Owner of the cargo
- B A shippers' association\_\_; or
- A non-vesse! operating common carrier ("NVOCC") \_ ~

If status is C above, Shipper shall provide Carrier with evidence that Shipper and any and all of its affiliates authorized to utilize this Contract have published a tariff and provided the U.S. Federal Maritime Commission ("FMC") with the financial security required by its regulations. If status is B above, Shipper shall provide Carrier with a statement that none of the members of the shippers' associations participating in this Contract are NVOCCs or, if any of the members participating in this Contract are NVOCCs, with evidence that such members have published tariffs and provided the FMC with the financial security required by its regulations. Shipper shall be under a continuing obligation to report any change in its status, or the status of any of its affiliates or members, to Carrier

If Shipper fails to comply with the provisions of this certification, any shipments in the possession of Carrier at the time such failure is discovered may be returned to or made available to Shipper and any and all liabilities, attorneys' fees and expenses incurred by Carrier in connection with the shipment shall be for Shipper's account and constitute a lien on the cargo and any sub-freights due and owing

Shipper shall be liable to Carrier for all liabilities, attorneys' fees, civil penalties and expenses incurred by Carrier as a result of Shipper's failure to adhere to this "ertification"

# 7. CONTRACT RECORDS

FMC requests for service contract records should be addressed to Miss Lily Hennemann, clo MSC, 12-14 Chemin Rieu, 1208 Geneva, Switzerland, telephone number 41-22-703-8888

# 8. DURATION (TERM)

Effective 18 B December 2012 Effective Through 17<sup>th</sup> December 2013

# 9. PROVISIONS/NOTES/EXCEPTIONS

# 9 (a) Use of Sea Waybills instead of Bills of Lading (When Applicable)

In consideration of Carrier issuing, at the Shipper's request, sea waybill(s) instead of bill(s) of lading for the contract of carriage of the cargo, the Shipper hereby indemnifies Carrier for all and any claims, losses, costs, expenses and liabilities of any nature whatsoever that arise in consequence of the use of a sea waybill instead of a bill of lading. The Shipper further undertakes to ensure that the ultimate consignee of the cargo receives a legible copy of, by fax or e-mail, and agrees to abide by, the terms, conditions, exceptions and limitations contained in the Carrier sea waybill.

Without limitation the indemnity shall include where

- The consignee refuses to abide by the terms and conditions contained in the sea waybill;
- There is a claim for wrongful delivery against Carrier even though Carrier has delivered the cargo to the consignee named in the sea waybill or to the consignee to whom the Shipper, directly or by its agents or subcontractors, has directed the cargo should be delivered and
- The consignee refuses to pay any additional charges that the Shipper has agreed will apply to the carriage

# 9 (b) Verification of shipments

# Case 1 13-cv-02479-SLT-RER Document 10-1 Filed 05/16/13 Page 4 of 39 PageID # 287

Shipment records maintained to support the performance of this Contract will be copies of bills of lading

#### 9 (c) Confidentiality

This Contract is to be kept CONFIDENTIAL and is not to be reported by Carrier /Shipper or any of their members/affiliates

#### 9 (d) Arbitration and Applicable Law

Should any dispute arise out of this Contract, the matter in dispute shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen their decision or that of any two of them shall be final

This Contract shall be subject to the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998, and shall otherwise be construed and governed by the laws of the State of New York

#### 9 (e) Non-Performance

- (1) In the event that Carrier fails to provide the minimum amount of space set forth in Article 5(g) above on any sailing for reasons other than those set forth in Article 9(e-(3) hereof, then Shipper shall be entitled to additional space on one or more subsequent sailings during the term of this Contract equal to the amount of space Carrier was unable to provide. In the event Carrier fails to provide all or part of such additional space prior to the expiration of this Contract, then Shipper shall be entitled to a reduction in its minimum cargo commitment equal to the amount of such additional space that Carrier was unable to provide. The provision of addit onal space and the reduction of the minimum cargo commitment shall constitute Shipper's sole remedies for breach of this Contract by Carrier. Under no circumstances shall Carrier be liable for any indirect, consequential, punitive or other damages in connection with this Contract
- (2) In the event Shipper, for reasons other than those set forth in Article 9(e)(3) hereof, fails to meet the minimum cargo commitment set forth in Article 4 hereof or any portion thereof (or such cargo commitment as it may have been adjusted pursuant to this Article 9(e), whichever is less), then Shipper shall be liable for and agrees to pay to Carrier liquidated damages of \$250 per TEU for each TEU by which the amount of cargo is less than the minimum cargo commitment. Such liquidated damages shall be the sole remedy of Carrier for Shipper's failure to fulfill the minimum cargo commitment and no further liability shall be incurred by Shipper as a result of such failure
- (3) Notwithstanding any other provisions of this Contract, and to the extent Carrier or Shipper fails to meet any obligations imposed hereunder due to force majeure, the performance of this Contract shall be deemed to have been frustrated and no cause of action for breach or liability hereunder shall arise as a consequence thereof. For purposes hereof, the term "force majeure" shall mean and include, without reservation or limitation, strikes, lockouts or exceptional circumstances arising from the threat thereof; Act of God, acts of terrorism or threatened acts of terrorism, acts of State or Public Enemy, including but not limited to war, restraints of princes, riots, civil disorder and insurrection, embargo or other disruption or interference with trade; marine disaster, fire or other casualty

# 9 (f) Definition of Charges (Demurrage, Storage, Detention, Per Diem) in the USA

# DEMURRAGE

A charge assessed against the cargo remaining <u>inside</u> the USA Terminal facilities after the expiration of free time, for the usage of its land

# Free Time & Charges

As per applicable Tariff

# STORAGE

A charge assessed against the cargo remaining inside the USA Rail Road facilities and / or Container Yards after the expiration of free time, for the usage of its land.

# Free Time & Charges:

As per applicable Tariff

# DETENTION

A charge assessed against the cargo remaining inside the USA Terminal or Rail Road facilities or Container Yard after the expiration of free time, for the usage of Carrier's (full) equipment

# Free Time & Charges:

As per Steamship line's Tariff

#### PER DIEM

A charge assessed, after the expiration of free time outside of the USA Terminal or Rail Road or Container Yard facilities, for the usage of Carrier's equipment (full or empty) until it's return to Carrier's custody at the point of pick up

# Free Time & Charges

As per Steamship Line's Tariff & Interchange Agreement

# 10. CONTRACT PARTIES:

The parties (Parties) are (a) MSC Mediterranean Shipping Company S A (Carrier) and (b) the shipper/consignee whose name and address is below, and (c) any other shippers and/or consignees risted (all of which shippers and consignees are called Shippers)

#### Carrier:

MSC Mediterranean Shipping Co , S A 12 14 Chemin Rieu, 1208 Geneva, Switzerland

By Pasquale Formisano Title Director

# Shipper.

Empire United Lines 2303 Coney Isl Ave, Brooklyn, New York 11223, USA

Signature

By Michael Hitrinov Title: President

Affiliates. (if any)

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Rate Agrooment No. R06113030000470 Customer.EMPIRE UNITED LINES
SVC No. 12-358WW Code: USD03122
Effective from: 26th March 2013 Address: 2303 Coney ist Ave
Effective to: 17th December 2013 RROOMLYWINEW YORK, UNITED STATES
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1.Freight charges
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# Charges legend

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CARNER SECURITY FEE
LOW BULPHUR FUEL CONTRIBUTION
TERMINAL MANDLING CHARGE 등육공동

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PORT EVERGUIDES	MART EVERGLANES	NEW CHILEMS	KW OR. EMS	CÁRLÁNG LONG BEACH	OMACANO LONG REACH	SAVANUK CHARLESTON NEW YORK NORFOLK	SAVANUAN NORFOLK CHARLESTON NEW YORK	BALTHORE BOSTON	BALTIMORE	PORT EVERCADES	PORT EVERGLIDES		ноизтом	NEW ON EAKS	KEW ORLEANS	LONG BEACH OAKLAND	CONO BEACH
FQ. 9.78	ŝ	FC, 5/8	* "T	FCL PAP	FCL 8.9	10 m	fct.pp	PCL P18	70. 94	ž d	26 O	FOL. P79	FQ_PP	FOL P.T	FCL 87	*UV2	Parties
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Rata Agriement No.; RC350500000149 Customer. EMPIRE UNITED LINES 8VC No. 12-515WW Code: USD06222 Effective from: 16th December 2012 Address: 2030 Coney tal Ave Effective to: 17th December 2013 RROOKLYWNEW YCRK, UNITED 51/8 Geope MYC/TEUs; 500 TEUS

opo: USATO IPMR

1.Freight charges UBA TO MIDOLE EAST & QULF
Remarks Subject to 18PS at Origin VATOS saveys applicable
Subject to Expant Chassis Usage (ECJ) at Origin VATOS

CONTROL   CONT							
SHUMBA         ADDY         1453 USD         DCS & OPER WITOS           BHUMBA         40HC         1751 USD         PDS & B Fregat - WITOS           BHUMBA         40HC         1751 USD         PDS & B Fregat - WITOS           BHUMBA         40HC         1751 USD         PDS & B Fregat - WITOS           BHUMBA         40HC         1755 USD         PDS & B Fregat - WITOS           BHUMBA         40HC         1755 USD         PDS & B Fregat - WITOS           BHUMBA         40HC         1755 USD         PDS & B Fregat - WITOS           BHUMBA         40HC         1755 USD         PDS & B Fregat - WITOS           BHUMBA         40HC         1755 USD         PDS & B Fregat - WITOS           BHUMBA         40HC         1655 USD         PDS & B Fregat - WITOS           BHUMBA         40HC         1655 USD         PDS & B Fregat - WITOS           BHUMBA         40HC         1655 USD         PDS & B Fregat - WITOS           BHUMBA         40HC         1655 USD         PDS & B Fregat - WITOS           BHUMBA         40HC         1655 USD         PDS & B Fregat - WITOS           BHUMBA         40HC         1655 USD         PDS & B Fregat - WITOS           BHUMBA         40HOW         1655 USD	A DO	Ports of lord	in Portisi of distrans	Ce acta if H		FRY is not subject	WHAT Is subject to the supplemental to the sup
FGL FIP   LONG BEACH   SHAUBA   PRISE SHEEPH   MACKED HAND   PRISE SHEEPH   MACKED HAND	RM 3 FCL P/P	CANAND	SHUWAIKH	<b>300</b>	1403 USD	DOC at Organ VATOS	CSF at Origin VATOS
FGL FIP         LUNIO BEACH         BHUMBA         4000         1751 USD         WAR as Frager WATOR BHUMBA         FGL FIP         WATOR BEACH         BHUMBA         4000         T155 USD         DOG a Chight WATOR BHUMBA         FGL FIP         WATOR BHUMBA         FGL FIP         WATOR BHUMBA         FGL FIP         FGL FIP <th< td=""><td></td><td>LONG BEACH</td><td>SHUAIBA</td><td></td><td></td><td>PRS as Freight - VATOS</td><td>LSC as Freight VATOS</td></th<>		LONG BEACH	SHUAIBA			PRS as Freight - VATOS	LSC as Freight VATOS
FCL FIP         LONG BEACH         BRUMING         4600         1751 USD         WAS a Freque WITGS           FCL FIP         MACANUD         BRUMING         4600         1751 USD         DOS 01 Graph WITGS           FCL FIP         MEW ORLEANS         BRUMING         4600         1755 USD         DOS 01 Graph WITGS           FCL FIP         MEW ORLEANS         BRUMING         4600         1755 USD         DOS 01 Graph WITGS           FCL FIP         MEW ORLEANS         BRUMING         4600         1755 USD         DOS 01 Graph WITGS           FCL FIP         MEW ORLEANS         BRUMING         2600         1755 USD         DOS 01 Graph WITGS           FCL FIP         MACASTON         BRUMING         2600         1755 USD         DOS 02 Graph WITGS           FCL FIP         BLUMORE         BRUMING         2600         1755 USD         DOS 02 Graph WITGS           FCL FIP         BLUMORE         BRUMING         2600         1755 USD         DOS 02 Graph WITGS           FCL FIP         BLUMORE         BRUMING         2600         1755 USD         DOS 02 Graph WITGS           FCL FIP         BLUMORE         BRUMING         2600         1755 USD         DOS 02 Graph WITGS           FCL FIP         BLUMORE						BUC as Freight VATOS	FAS as Freight VATOS
FOLIFIP   DINIO BEACH   BHUMMEN   GODY   1463 US)   DOC   GODY   1463 US)   DOC   GODY   TOTAL   TOT						WAR as Freight VATOR	THC at Destination VATO8
FGL PIP   NEW ORLEWIS   SHUMMY   FGL PIP   F		LONG BEACH	BRUMBA	4004	1751 USO	DOC #1 Onger VATOR	C&F at Cream VATOS
FGL PP NEWORLEANS SHUMAN 200 1125 USD NOS 3109 WAS 18 Freght - WTOS NOS 3109 WAS 3109 W		CANLAND	BHUWAKH	\$ \$		PRS as Freight VATOS	
FOL. PIP         NEW ORLEANS         SHUMBA         SCOV         1435 USD         WAS as Fraget - WITOS           FOL. PIP         NEW ORLEANS         SHUMBA         400C         1755 USD         DOZ al Organ - WITOS           FOL. PIP         NEW ORLEANS         SHUMBA         400C         1755 USD         DOZ al Organ - WITOS           FOL. PIP         HEW ORLEANS         SHUMBA         400C         1755 USD         DOZ al Organ - WITOS           FOL. PIP         HEW ORLEANS         SHUMBA         400C         1755 USD         DOZ al Organ - WITOS           FOL. PIP         BALTRACE         SHUMBA         400C         1855 USD         DOZ al Organ - WITOS           FOL. PIP         BALTRACE         SHUMBA         400C         1855 USD         DOZ al Organ - WITOS           FOL. PIP         BALTRACE         SHUMBA         400C         1855 USD         DOZ al Organ - WITOS           FOL. PIP         BALTRACE         SHUMBA         400C         1855 USD         DOZ al Organ - WITOS           FOL. PIP         BALTRACE         SHUMBA         400C         1855 USD         DOZ al Organ - WITOS           FOL. PIP         BALTRACE         SHUMBA         400C         1855 USD         DOZ al Organ - WITOS           FOL. PIP						BUC as Freight - VATOS	FAS as Freight VATOS
FCL PIP   NEW ORLEANS   SHUMMIN   2007   1755 USD   DOG at Organ - VATOS						WAR as Freight - VATOS	THC at Destmation VATOS
FCL PP   NEW ORLEANS   SHUMANY   GCOV   1755 US)   DOG at Organ - VATOS		NEW ORLEANS	SHOWN'KH	**************************************	1405 USD	DOC at Crigar - VATOS	CSF at Origin VATOs
FCL PP			SHUA:BA			PRS as Freight - VATOS	
FCL PP REWORLEANS SHUMBA 40HC 1383 USD DOC at Organ - VATOS HOUSEN SHUMBA 40HC 1383 USD DOC at Organ - VATOS HOUSE SHUMBA + VATOS HOUSE SH						BUC as Freight VATOR	LSC #9 # meight VATOS
FCL PIP         NEW/ORLEWS         SHUMBA         40HC         1755 US)         DOOR of Organ - LATORS           FCL PIP         HOUSTON         SHUMBA         40HC         1835 US)         BOOR of Organ - LATORS           FCL PIP         HOUSTON         SHUMBA         250V         1835 US)         DOC at Organ - LATORS           FCL PIP         HOUSTON         SHUMBA         40HC         1835 US)         DOC at Organ - LATORS           FCL PIP         BALTIBOTIC         SHUMBA         40HC         1835 US)         DOC at Organ - LATORS           FCL PIP         BALTIBOTIC         SHUMBA         40HC         1835 US)         DOC at Organ - LATORS           FCL PIP         BALTIBOTIC         SHUMBA         40HC         1835 US)         DOC at Organ - LATORS           FCL PIP         BALTIBOTIC         SHUMBA         40HC         1835 US)         DOC at Organ - LATORS           FCL PIP         BALTIBOTIC         SHUMBA         40HC         1835 US)         DOC at Organ - LATORS           FCL PIP         PHILOGEDRIA         SHUMBA         ADD         1345 US)         DOC at Organ - LATORS           FCL PIP         PHILOGEDRIA         SHUMBA         ADD         1345 US)         DOC at Organ - LATORS           FCL PIP						WAR as Freight - VATOR	FA8 as Freight VATOS
FCL PP							THC at Destination VATOS
FCL PP		NEW ORLEANS	SHUWAIKH	\$	1755 USD	DOC at Origin - VATOS	CSF # Cross VATOS
FCL PP			SHUMBA	\$		BUC as Fraight - VATOS	WHA et Origin VATOS
FCL PP   HOUSTON   SHUWAINH   2507   1235 USD   DOE of Origin VATOS						PRS as Freight - VATOS	LSC as Freight VATOS
FCL PP         HOUSTON         SHUMBIN         200V         1283 USD         DOC all Organ LATOS           FCL PP         HOUSTON         SHUMBIN         ADDV         1383 USD         DOC all Organ LATOS           FCL PP         BALTIMONE         SHUMBIN         ADDV         1383 USD         DOC all Organ LATOS           FCL PP         BALTIMONE         SHUMBIN         ADDV         1383 USD         DOC all Organ LATOS           FCL PP         BALTIMONE         SHUMBIN         ADDV         1383 USD         DOC all Organ LATOS           FCL PP         BALTIMONE         SHUMBIN         ADDV         1533 USD         DOC all Organ LATOS           FCL PP         BALTIMONE         SHUMBIN         ADDV         1533 USD         DOC all Organ LATOS           FCL PP         BALTIMONE         SHUMBIN         ADDV         1534 USD         DOC all Organ LATOS           FCL PP         BALTIMONE         SHUMBIN         ADDV         1534 USD         DOC all Organ LATOS           FCL PP         PRILLADELPHAA         SHUMBIN         ADDV         1334 USD         DOC all Organ LATOS           FCL PP         PRILLADELPHAA         SHUMBIN         ADDV         1345 USD         DOC all Organ LATOS           FCL PP         PRILLADELPHAA </td <td></td> <td></td> <td></td> <td></td> <td></td> <td>WAR as Freight VATOS</td> <td>FAS as Freight VATOS</td>						WAR as Freight VATOS	FAS as Freight VATOS
FCL PP HOUSTON SHUMMINH 250V 1235 USD DCS at Organ VATOS  BHUMBA 40HC 1625 USD DCS CHOST VATOS  BHUMBA 40HC 1625 USD DCS CHOST VATOS  BHUMBA 40HC 1625 USD DCS CHOST VATOS  BOSTON BULLIMONE SHUMMINH 40HC 1635 USD DCC CHOST VATOS  BOSTON BULLIMONE SHUMMINH 40HC 1635 USD DCC CHOST VATOS  BOSTON BULLIMONE SHUMMINH 40HC 1235 USD DCC CHOST VATOS  JACKSCHALLE SHUMMINH 40HC 1235 USD DCC CHOST VATOS  JACKSCHALLE SHUMMINH 40HC 1235 USD DCC CHOST VATOS  JACKSCHALLE SHUMMINH 40HC 1235 USD DCC CHOST VATOS  FCL PP BULLAGEURIA SHUMBA 40HC 1635 USD DCC CHOST VATOS  FCL PP BULLAGEURIA AND VAT							THC at Destination VATOS
FCL PP		#OSTQN	SHUMAIKH	7636	1305 (150	DOC AL OPEN - VAYOS	CSF # Origin - VATOR
FCL PP			SHUAIRA			PRS as Fraich VATOS	WALA at Oxem - VATOS
FCL PP						Dist. Metal	SCHOOL WATER
FCL PIP   HOUSTON   HOUNDED   HOUNDED   HOUSTON							Social Victoria
FCL PP         HOUSECH         EHLWAIDH         445V         1645 USO         DOC at Organ VATOS           FCL PP         LACKSONPILLE         BHLWIBA         20DV         1535 USO         DOC at Organ VATOS           FCL PP         BALTIMONE         BHLWIBA         20DV         1535 USO         DOC at Organ VATOS           FCL PP         BALTIMONE         BHUMINA         40FC         1653 USO         DOC at Organ VATOS           FCL PP         BALTIMONE         BHUMINA         40FC         1635 USO         DOC at Organ VATOS           FCL PP         BALTIMONE         BHUMINA         40FC         1635 USO         DOC at Organ VATOS           FCL PP         BHLANDIA         40FC         1635 USO         DOC at Organ VATOS           FCL PP         BHLANDIA         40FC         1635 USO         DOC at Organ VATOS           FCL PP         BHLANDIA         40FC         1635 USO         DOC at Organ VATOS           FCL PP         BHLANDIA         40FC         1635 USO         DOC at Organ VATOS           FCL PP         BHLANDIA         40FC         1635 USO         DOC at Organ VATOS           FCL PP         BALLAMANAH         40FC         1535 USO         DOC at Organ VATOS           FCL PP         BA							PAS AB FRAGE VAIUS
FOL PIP   MACHELLAND   BHUMBA   AND   1655 USD   DOC 81 Organ - VATOS							THC at Destruction - VATOS
FCL PIP   BALTMORE   BHUMBA   A0HC   BHS & Freight VATOS   WAR & Freight VATOS   BALTMORE   BHUMBA   A0HC   BASS USD   DOC & COGE   C		5000	SHUMAIN	<b>₹</b>	1655 USD	COC at Origin VATOS	COF A CAPA VATOR
FCL PIP   BALTIMORE   BHAMIBA   200V   1335 USD   DOC at Organ - VATOS			SHUABA	Ş Ş		PR8 as Freight - VATOS	WHA at Origin - VATOS
FCL PIP   MACREONPALLE   BHILVIBA   700						BUC as finish VATOS	LBC as Freight VATO8
FCL PR         MACKBORNILE         BHEMIBAR         2009         1335 U86         DOC at Organ - VATOS           BALTIMORE         BHUMBA         40HC         1535 U60         DOC at Organ - VATOS           BOSTON         BHUMBA         40HC         1545 U60         DOC at Organ - VATOS           BOSTON         BHUMBA         40HC         1245 U60         DOC at Organ - VATOS           FOLL DP         RHILABELDHAK         BHUMBA         200V         1245 U60         DOC at Organ - VATOS           FOLL DP         RHILABELDHAK         BHUMBA         200V         1245 U60         DOC at Organ VATOS           FOLL DP         RHILABELDHAK         BHUMBA         ADDV         1245 U60         DOC at Organ VATOS           FOLL DP         NEW YORK         BHUMBA         ADDV         1345 U60         DOC at Organ VATOS           FOLL DP         NEW YORK         BHUMBA         ADDV         1355 U60         DOC at Organ VATOS           FOLL DP         NEW YORK         BHUMBA         ADDV         1355 U60         DOC at Organ VATOS           FOLL DP         NEW YORK         BHUMBA         ADDV         1355 U60         DOC at Organ VATOS           FOLL DP         NEW YORK         BHUMBA         ADDV         1355 U60						WAR as Freight VATOR	FAS as Fraight VATOS
FOL PR         MACRESONNOLE         BHUNISH         2004         133, 1860         DOC at Organ - VATOS           FOL PR         BALTMORE         SHUMMINH         40HC         1553 160         DOC at Organ - VATOS           FOL PR         BALTMORE         SHUMMINH         40HC         1543 180         DOC at Organ - VATOS           FOL PR         BALTMORE         SHUMMINH         40HC         1543 180         DOC at Organ - VATOS           FOL PR         PHILADELPHIA         SHUMMINH         ADD         1243 180         DOC at Organ - VATOS           FOL PR         PHILADELPHIA         SHUMMINH         ADD         1345 180         DOC at Organ - VATOS           FOL PR         PHILADELPHIA         SHUMMINH         ADD         1345 180         DOC at Organ - VATOS           FOL PR         PHILADELPHIA         SHUMMINH         ADD         1345 185         DOC at Organ - VATOS           FOL PR         NEW YORK         SHUMMINH         ADD         1353 185         DOC at Organ - VATOS           FOL PR         SANAHAMA         SHUMMINH         ADD         1353 185         DOC at Organ - VATOS           FOL PR         SANAHAMA         SHUMMINH         ADD         1353 185         DOC at Organ - VATOS           FOL PR	1						THC at Destination - VATOS
BALTIMORE   BHUMAIN   BH		MOKSONALLE	BHILLIBA	2000	135 1460	DOX SECRESSIVE TOR	CSF of Origin VATOR
FOL. P.P.   BALTIMORE   SHUWAINH   40PV   1655 USD   WAR as Frager VATOS   WAR	•	BALTUACRE	SHI WASIOH			DOS as Emirate - VATOR	ISC as Email VATOR
FOL. PP   BALTIMORE   SHUWAINH   4000   1855 UG0   1000		NO.				SOLICE THE STATE OF ITS	SOLON BUILDING CONTRACTOR OF THE PARTY OF TH
FOLL PIP         BALTIMORE         SHUMWINH         4400   1853 USD   1245 USD   1000 BES FOR RESPIRATIVATIONS   1000 BES BES FOR RESPIRATIVATIONS   1000 BES FOR RESPIRATIV						SOLINE AND SECTION	
BOSTON   WAR 86 Freight - WATOS   BOSTON   BOSTON   WATOS   BOSTON   WATOS   BOSTON   WATOS   BOSTON   WATOS   BOSTON   BOSTON   WATOS   BOSTON   WA		2574774.199	Distriction	18867	2017 6447	WAY BE LINE - VALUE	INCELEMENT VALUE
FOL 5/5   PRICKEDIM   SHUMBA   STATE   BREATH WITCH		and the second	STATE OF THE PARTY	40	25	SA POST	SOLAN ESS 450
PHILADELPHIA   PHILADELPHIA   PHILADELPHIA   PRES BET FREGUE   WAR 88 FREGUE   WAR 98 FREGUE		E01608	SHUMSA			BUC AS FRAIGH VATOS	LEC as Freight VATOS
FOL. P.P.         PHILADELPHIA         SHUMBA         200V         1243 USD         DOG at Progra VATOS           PORT EVERGLADES         SHUMBA         430V         1343 USD         PRS as Freight VATOS           FOL. P.P.         PHILADELPHIA         SHUMMIRH         430V         1353 USD         DOC at Order VATOS           FOL. P.P.         NEW YORK         SHUMMIRH         260V         -1245 USD         DOC at Order VATOS           FOL. P.P.         NEW YORK         SHUMMIRH         260V         -1745 USD         DOC at Order VATOS           FOL. P.P.         NEW YORK         SHUMMIRH         260V         -1745 USD         DOC at Order VATOS           FOL. P.P.         NORFOLK         SHUMMIRH         200V         1353 USD         DOC at Order VATOS           ROMP YORK         SHUMMIRH         ADDV         1353 USD         DOC at Order VATOS           ROMP YORK         SHUMMIRH         ADDV         1403 USD         DOC at Order VATOS           ROM PORT         SHUMMIRH         ADDV         1403 USD         DOC at Order VATOS           ROM PORT         SHUMMIRH         ADDV         1403 USD         DOC at Order VATOS           ROM PORT         SHUMMIRH         ADDV         1403 USD         DOC at Order VATOS		JACKSCAWILL:				PRS as Freight - VATOS	FAS as Fraght - VATO8
FOL DP PRIEADELPHAN SHUMBA 200V 1343 USD PRIEADELPHAN WITGOS  PORTEVERGLADES SHUMMAN WITGOS  FOL PRE SHUMBA 40HC 1343 USD DC at Ovgen VATOS  PORTEVERGLADES SHUMBA 40HC 1343 USD DC at Ovgen VATOS  PORTEVERGLADES SHUMBA 40HC 1343 USD DC at Ovgen VATOS  FOL PR SHUMBA 40HC 200V 1344 USD COC at Ovgen VATOS  FOL PR SHUMBA 40HC 1344 USD COC at Ovgen VATOS  SAVANNAM SHUMBA 40HC 1344 USD COC at Ovgen VATOS  SAVANNAM SHUMBA 40HC 1345 USD COC at Ovgen VATOS  SAVANNAM SHUMBA 40HC 1355 USD COC at Ovgen VATOS  FOL PR SHUMBA 40HC 1355 USD COC at Ovgen VATOS  FOL PR SHUMBA 40HC 1355 USD COC at Ovgen VATOS  FOL PR SHUMBA 40HC 1355 USD COC at Ovgen VATOS  FOL PR SHUMBA 40HC 1355 USD COC at Ovgen VATOS  FOL PR SHUMBA 40HC 1355 USD COC at Ovgen VATOS  FOL PR SHUMBA 40HC 1355 USD COC at Ovgen VATOS  FOL PR SHUMBA 100 COC AT OvgeN VATOS  FOL PR COC AT OVGEN VAT						WAR as Fraight VATOR	THC at Destination VATOS
PORT EVERGLADES         SHUWMINH         420V         1355 USD         DOC at Overn VATOS           FCL P/P         PHILADELPHIA         SHUWMINH         430V         1355 USD         DOC at Overn VATOS           FCL P/P         NEW YORK         SHUWMINH         40HC         1355 USD         DOC at Overn VATOS           FCL P/P         NEW YORK         SHUWMINH         40HC         1355 USD         DOC at Overn VATOS           RAVANINAL         SHUWMINH         50V         -1245 USD         DOC at Overn VATOS           RAVANINAL         SHUWMINH         40HC         1355 USD         DOC at Overn VATOS           RAVANINAL         SHUWMINH         40HC         1355 USD         DOC at Overn VATOS           RAVANINAL         SHUMMINH         40HC         1355 USD         DOC at Overn VATOS           RAVANINAL         SHUMMINH         40HC         1355 USD         DOC at Overn VATOS           RAVANINAL         SHUMMINH         40HC         1355 USD         DOC at Overn VATOS           RAVANINAL         SHUMMINH         40HC         1405 USD         1405 USD           RAVANINAL         SHUMMINH         40HC         1405 USD         1405 USD           RAVANINAL         SHUMMINH         40HC         1405 USD		PHILADELPHIA	SHUMBA	AGR.	1245 USD	DOC at Ontan VATOS	OSF # CAER - VATOS
PHILADELPHIA   HINYANIKH   A3CV   1555 USD   DOC at Origin - VATOS		PORT EVERGLADES	SHUWAKH			PRS as Freight VATOS	WAYA at Orden VATOS
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 Rate Agreement No
 R03908050000110
 Customer EMPIRE UNITED LINES

 Contract Reference Ni 12-535WW
 Code
 US00822

 Effective from
 18th December 2012
 Address
 2303 Contry Isl Ave

 Effective to
 17th December 2013
 BROWCHTWNEW YORK UNITED STATES

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UNITED STATES DISTRICT COURT EASTERN DISTRICT OF NEW YORK

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GLOBAL AUTO INC., G AUTO SALES, INC., and EFFECT AUTO SALES, INC , Case No. 13 Civ. 2479 (SLT)

Plaintiffs,

-against-

DECLARATION

MICHAEL HITRINOV a/k/a MICHAEL KHITRINOV, EMPIRE UNITED LINES, CO , INC , MEDITERRANEAN SHIPPING COMPANY (USA), INC., and JOHN DOES 1 THROUGH 5,

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- I, Nanik Kirpalani, hereby declare as follows:
- am the Cargo Claims Manager for defendant Ι 1. MEDITERRANEAN SHIPPING COMPANY (USA), INC, ("MSC USA"), the United States agent for Mediterranean Shipping Company S A. ("MSC"). Based upon my personal knowledge and my review of the records maintained by my office, I am thus familiar with the facts and circumstances of this action.
  - Herewith attached are true copies of the following: 2.
    - Service Contract No. 12-535WW between MSC, Exhibit A: as Carrier, and defendant EMPIRE UNITED LINES CO., INC. ("EMPIRE"), as Shipper, referenced in plaintiffs' complaint;
    - Face Pages of the MSC Bills Lading for the Exhibit B: cargo referenced in plaintiff's complaint, each with its corresponding "Container Tracker," showing that the vehicles have been "Gated Out Full," i.e. delivered and no longer in MSC's custody or control; and

Exhibit C: The Terms and Conditions of the MSC Bills of Lading

- 3. MSC's only involvement in this matter was with respect to performing the ocean carriage of cargo shipped by EMPIRE in full accordance with the attached contracts of carriage. Indeed, to the best of Your Declarant's information and belief, neither MSC nor MSC USA ever had any direct dealings at all with the plaintiffs and have no knowledge concerning whatever commercial relationship may have existed as between plaintiffs and EMPIRE and/or EMPIRE's principals, let alone any purported "schemes to defraud" plaintiffs or other unseemly conduct, as alleged in the complaint.
- In any event, MSC is not in possession of any of the subject goods or "title documents" to them. Nor is it within MSC's power or authority to direct any third-parties who may now be in possession of the vehicles to release them.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct

Executed on May 14 2013 at New York, New York

CONCETTINA SCAGLIONE
Notary Public - State of New York

NO 015C5039413

Qualified in New York County

Av. Commission Expires 2 / 2/ 2/ 2/

Constituco

By:

Nanik Kirpalani

# APPENDIX "G"

UNITED STATES DIS EASTERN DISTRICT		IN CLERK'S OFFICE U.S. DISTRICT COURT E.D.N.Y  NOV 1 9 2015
GLOBAL AUTO, INC	, et al.,	BROOKLYN OFFICE
	Plaintiffs,	MEMORANDUM AND ORDER
-against-		13-CV-2479 (SLT)(RER)
MICHAEL HITRINOV KHITRINOV, et al.,	, a/k/a MICHAEL	
	Defendants.	
EMPIRE UNITED LIN	ES CO , INC , et al.,	
	Plaintiffs,	
-against-		14-CV-2566 (SLT)(RER)
SK IMPORTS, INC., et	al.,	
	Defendants.	

Case 1 14-cv-U2566-SLI-RER Document 25 Filed 11/19/15 Page 1 of 14 PageID #: 323

In a memorandum and order entered September 30, 2015 (the "Prior M&O"), the Court dismissed without prejudice the plaintiffs' claims in the first above-captioned action. *Global Auto, Inc. v Hitrinov*, No 13-CV-2479 (SLT)(RER) ("*Global Auto*") *Global Auto, Inc. v Hitrinov*, No 13-CV-2479 SLT RER, 2015 WL 5793383, at \*6 (E.D.N Y Sept. 30, 2015). The Court also denied a motion by the defendants in *Global Auto*—Empire United Lines Co, Inc., and its principal, Michael Hitrinov (collectively, "EUL")—which sought to enjoin the plaintiffs in *Global Auto*—Global Auto, Inc., G Auto Sales, Inc., and Effect Auto Sales, Inc. (collectively, "Plaintiffs")—from pursuing cross-claims in a subsequently filed New Jersey action which were almost identical to the claims the Plaintiffs had brought against EUL in Global Auto *Id.*, at \*7-8 EUL now moves for reconsideration of these decisions pursuant to Rules 59(e) and 60(b) of the Federal Rules of Civil Procedure and Local Civil Rule 6 3 of the Local Rules of the United

TOWNES, United States District Judge.

States District Courts for the Southern and Eastern Districts of New York. For the reasons set forth below, EUL's motion for reconsideration is denied.

#### **BACKGROUND**

The facts relating to this case are set forth in the Prior M&O and other memoranda and orders which the Court has previously entered in the above-captioned cases. Familiarity with those memoranda and orders is assumed. However, for the convenience of the reader, the Court will provide a brief summary

The two above-captioned actions principally involve disputes between corporations engaged in selling American automobiles to European consumers and Empire United Lines, Co, Inc, a non-vessel operating common carrier which was involved in transporting those automobiles from New Jersey to Finland. After unsuccessfully attempted to intervene in *Global Auto*, some of the European consumers commenced a lawsuit in the United States District Court for the District of New Jersey. *Akishev v. Kapustin*, No. 13-cv-7152-NHL-AMD ("*Akishev*") The original complaint in that action named 13 defendants (excluding Does), including Plaintiffs, their principals, and related entities (collectively, the "Global Defendants") and EUL and a related entity (collectively, the "EUL Defendants"). After that complaint was amended, the Global Defendants filed an amended answer which incorporated cross-claims against the EUL Defendants which closely resembled the claims contained in Plaintiffs' First Amended Complaint in *Global Auto* 

After the attorneys representing the Plaintiffs in Global Auto and the Global Defendants in Akishev withdrew as counsel, EUL moved to dismiss the Plaintiffs' claims in Global Auto for failure to prosecute pursuant to Rule 41(b) of the Federal Rules of Civil Procedure. Three weeks later—after one of Plaintiffs' principals, Sergey Kapustin, indicated that he might be able to

retain counsel in Akishev but would not retain counsel in Global Auto— EUL moved to enjoin the Plaintiffs from pursuing the cross-claims in Akishev, relying on the "first-filed rule." In the Prior M&O, the Court granted the first motion, but dismissed the Plaintiffs' claims in Global Auto without prejudice at the urging of the plaintiffs in Akishev (the "NJ Plaintiffs"), noting that "dismissal with prejudice might impede the NJ Plaintiffs' ability to recover on a judgment against Plaintiffs" Global Auto, 2015 WL 5793383, at \*6 The Court denied the second motion, noting that the "first-filed rule" created only a rebuttable presumption that the district in which the first of two competing lawsuits was filed would be the appropriate venue. The Court noted that, in light of the dismissal of the Plaintiffs' claims in Global Auto, it was unclear whether there were two conflicting lawsuits and that EUL had not established that the balance of convenience did not favor New Jersey

EUL now moves for reconsideration of the Prior M&O EUL does not contest the decision to dismiss the Plaintiffs' claims in *Global Auto*, but argues that the dismissal should have been with prejudice. EUL also seeks reconsideration of the denial of the motion for injunctive relief, but does not address the issue of whether there are still two competing lawsuits. Rather, EUL contests only the balance of convenience analysis, arguing that the Court improperly placed the burden on EUL to prove that New Jersey was not the more convenient forum and relied on incorrect factual assumptions in performing the balance of convenience analysis. These arguments are described in more detail in the discussion below

## **DISCUSSION**

#### Legal Standard

Although EUL brings this motion pursuant to Fed. R. Civ P 59(e) and 60(b) and Local Civil Rule 6 3, the standards under these three rules are the same. See Maalouf v Salomon

Smith Barney, Inc, No 02 Civ 4770 (SAS), 2004 WL 2782876, at \*1 (S.D.N Y Dec 3, 2004) (citing cases) (standards for granting a motion under Rule 59(e) or a motion for reconsideration under Rule 60(b) are the same), First Fin. Ins Co v Allstate Interior Demolition Corp., No 96 Civ 8243 (RLC), 1998 WL 567900, at \*3 (S.D.N Y Sept. 3, 1998) ("Grounds for relief under Rule 59(e) are equivalent to the grounds for relief on a motion for reconsideration under Local Civil Rule 6 3") Under these rules, "[t]he standard for granting [reconsideration] is strict, and reconsideration will generally be denied unless the moving party can point to controlling decisions or data that the court overlooked—matters, in other words, that might reasonably be expected to alter the conclusion reached by the court." Shrader v CSX Transp, Inc, 70 F.3d 255, 257 (2d Cir 1995)

The rules do "not provide a party with the opportunity to relitigate the merits of a case in an attempt to win a point already 'carefully analyzed and justifiably disposed.'" Feldman Law Grp PC v Liberty Mut. Ins. Co, 819 F Supp 2d 247, 266 (S.D N Y 2011); see also Fleming v N Y Univ, 865 F.2d 478, 484 (2d Cir 1989) ("[A] Rule 60(b)(3) motion cannot serve as an attempt to relitigate the merits."). Accordingly, a motion for reconsideration "is properly denied where it seeks only to relitigate issues already decided." Maldonado v Local 803 I B of T Health & Welfare Fund, 490 F App'x 405, 406 (2d Cir 2013) (summary order) (citing Zerman v Jacobs, 751 F 2d 82, 85 (2d Cir 1984)). Moreover, such motions cannot be used to raise new claims or defenses or present new arguments that could have been raised earlier See United States v Cirami, 563 F.2d 26, 33 (2d Cir 1977) ("[C]ourts should not encourage the reopening of final judgments or casually permit the relitigation of litigated issues out of a friendliness to claims of unfortunate failures to put in one's best case."), Westport Ins. Corp v Goldberger & Dubin, P C, 255 F App'x 593, 595 (2d Cir 2007) (summary order) ("New

arguments based on hindsight regarding how a movant would have preferred to have argued its case do not provide grounds for Rule 60(b) relief.")

## Dismissal Without Prejudice

In arguing that the Court erred in dismissing Plaintiffs' claims in *Global Auto* without prejudice, rather than with prejudice, EUL raises both issues of law and fact. With respect to the law, EUL provides the Court with a statistical analysis of reported cases in which claims were dismissed pursuant to Rule 41(b), noting that only 2 4% of those cases in this Circuit, and only 4 15% of such cases nationally, were dismissed without prejudice. Assuming EUL's analysis is correct, it serves only to establish that district courts have the discretion to dismiss without prejudice, even if that discretion is not frequently exercised.

EUL distinguishes the three cases cited by the Court—Gabayzadeh, Berrios, and Cheung—on the ground that the plaintiffs in those cases were incompetent persons, children, or improperly represented parties without standing, not "confirmed members of a massive RICO conspiracy who have repeatedly attempted to defraud the Federal courts." Defendants' Memo at 5 EUL then cites to three other cases—United States ex rel. Pilon v Martin Marietta Corp, 60 F 3d 995 (2d Cir 1995), Tradeways Inc. v Chrysler Corp, 342 F.2d 350 (2d Cir 1965), and Allied Air Freight, Inc v Pan Am. World Airways, Inc., 393 F.2d 441, 443 (2d Cir 1968)—in support of the assertion that "in the absence of mitigating factors such as incompetent or minor plaintiffs, the Second Circuit has not shied away from affirming with prejudice dismissals or even reversing lower courts for failing to dismiss with prejudice." Defendants' Memo at 7

The Court agrees that the cases cited in the Prior M&O were not on point. Rather, they were cited in support of the general proposition that dismissal without prejudice can be appropriate in cases "where dismissal with prejudice 'could potentially prejudice a properly

represented party with standing in a subsequent litigation." *Global Auto*, 2015 WL 5793383, at \*6 (citing *Gabayzadeh*, 2009 WL 2983013, at \*4) The three cited cases were similar to this one in two respects they involved the dismissal of claims brought by *pro se* litigants under Rule 41(b) and involved instances in which dismissal with prejudice would have prejudiced third parties who could not represent themselves in the action.

The cases cited by EUL, however, are also not on point. Indeed, only *Allied Air Freight* is at all relevant to this action. In *Allied Air Freight*, a plaintiff seeking review of an interlocutory order allowed its action to be dismissed for lack of prosecution, knowing that such dismissals, under practices then followed by the United States District Court for the Southern District of New York (the "SDNY"), were typically without prejudice. The plaintiff then appealed the interlocutory order. The defendant argued that considering the merits of that appeal "would encourage all would-be appellants from interlocutory orders to do nothing, procure a dismissal," then appeal to the Second Circuit for review of the interlocutory order. *Allied Air Freight*, 393 F.2d at 444

The Second Circuit held that it had jurisdiction to hear the appeal and proceeded to reach the ments. However, the Court criticized the SDNY's practice of routinely dismissing without prejudice. In a footnote, the Second Circuit opined "It may be a better practice for the district court routinely to order that dismissals for failure to prosecute be with prejudice, unless plaintiff makes a showing to the calendar judge that the dismissal should be without prejudice" *Id.*, at 444, n. 2 This dictum did not enunciate a procedural rule which is controlling in this case, and EUL does not cite to any other authority for such a proposition.

The other two cases cited by EUL are entirely irrelevant to this action. In the first case—United States ex rel. Pilon—a district court concluded that it lacked subject-matter

jurisdiction over the plaintiffs' qui tam claims because of the plaintiffs' counsel's failure to comply with filing and service requirements for bringing such claims. The district court nonetheless dismissed the qui tam claims without prejudice, then failed to address a motion for reconsideration in which defendant argued that dismissal with prejudice was "the only remedy that properly preserves the congressional objectives embodied in the qui tam statutory scheme." United States ex rel. Pilon, 60 F.3d at 998 On appeal, the Second Circuit ruled that it was an abuse of discretion not to dismiss the qui tam claims with prejudice because "the Pilons' failure to comply with the filing and service provisions irreversibly frustrate[d] the congressional goals underlying those provisions." Id, at 1000 (internal citations and quotation omitted, brackets in original) This holding is irrelevant to this case, which does not involve a qui tam action.

In the second case—*Tradeways Inc* —the Second Circuit ruled that it was an abuse of discretion not to dismiss for failure to prosecute an action in which the plaintiff's repeated delays of the litigation prejudiced the defendant. That action had been commenced in 1958, and had been dismissed twice for lack of prosecution during 1960 and 1961. On both occasions, it was restored to the calendar on consent of the defendant. In May 1963, on the eve of trial, the plaintiff sought to stay the trial in order to depose a witness who, although known to the plaintiff for a considerable period of time, was not listed in the pre-trial order. The stay was nevertheless granted and a deposition was taken in mid-June 1963. Although plaintiff was denied permission to extend discovery in early October 1963, plaintiff moved in November 1963 for an order allowing it to continue the deposition. A district judge not only denied that motion, but encouraged the defendant to move to dismiss for failure to prosecute

After that trial, in which a jury awarded the plaintiff \$108,000, the defendant appealed the denial of its motion to dismiss. The Second Circuit ruled that it was an abuse of discretion not to grant the motion to dismiss since "[t]he delays appear[ed] to be almost entirely the fault of [the plaintiff]" and "eventually worked to the prejudice of [the defendant]," who lost a valuable witness in an airplane accident in May 1962, three and a half years after the start of the litigation. *Tradeways*, 342 F.2d at 352

In this case, unlike in *Tradeways*, there is no evidence that EUL would be disadvantaged by dismissal without prejudice. To the contrary, EUL would be unfairly advantaged by dismissal with prejudice. According to a declaration executed by defendant Hitrinov on May 23, 2013 (the "Hitrinov Declaration"), which was filed as Document 14 in *Global Auto*, EUL not only provided shipping and storage services to Plaintiffs, but also helped to finance "Plaintiffs' scheme. EUL would take a "60% interest" in particular vehicles (so-called "Investment Vehicles"), and would be paid interest at a rate of 1 5% per month on those investments. Hitrinov Declaration, ¶ 16 The investment was "secured by a 60% interest in the Investment Vehicles" *Id*, ¶ 18 Kapustin agreed that "that EUL would be entitled to a right of possession in any Investment Vehicle until such time as it was released to a third-party buyer" and, to that end, delivered the documents of title for each such vehicle to EUL. Hitrinov Declaration, ¶ 5 (However, the Hitrinov Declaration does not state if there was any agreement regarding whether or when EUL could sell the vehicles.

By December 2011, EUL had invested over \$450,000 in this manner However, by late December 2012, Hitrinov began to question Kapustin's integrity "Concerned about Kapustin's/[P]laintiffs' ability and even willingness to abide by [the] agreement," Hitrinov

demanded repayment of the principal and interest within 30 days. *Id.*, ¶¶ 31-32 When Kapustin and the Plaintiffs failed to comply with that demand, Hitrinov directed that Investment Vehicles be "sold to third party buyers to satisfy plaintiffs" indebtedness to EUL." *Id.*, ¶ 40

It is unclear precisely when EUL sold the cars, how many cars EUL sold, or what the vehicles were worth. In a motion for a temporary restraining order and preliminary injunction filed in early May 2013, the Plaintiffs alleged that EUL was in possession of approximately 58 vehicles belonging to the Plaintiffs, which were specifically identified in Exhibits C-1 and C-3 to the Plaintiffs' Complaint. Those exhibits indicated that the 58 vehicles were valued at overone million dollars. In responding to that motion for injunctive relief, Hitrinov admitted that all but two of the vehicles had been sold, but expressed doubts as to whether the sale would net the \$422,018.00 in principal and other amounts that the Plaintiffs allegedly owed EUL. *Id*, ¶ 41

At a hearing on June 4, 2013, the Court orally denied the Plaintiffs' motion for injunctive relief on the ground that they had not met the exacting standard for obtaining a mandatory injunction. See Transcript of June 4, 2013, Hearing (Document 24 in Global Auto) [However, the colloquy at that hearing made it clear that there was a substantial question regarding whether EUL was authorized to sell the Investment Vehicles. Neither party could produce a written agreement documenting EUL's rights in the Investment Vehicles, and the Plaintiffs maintained that the vehicles were illegally sold. Id., pp. 4-5.

If the Court were to dismiss the Plaintiffs' claims in Global Auto with prejudice, it might foreclose resolution of this substantial question. This result would permit EUL, who helped finance Plaintiffs' scheme, to recoup at least part of its "investment" at the expense of unwitting consumers who were victimized by the Plaintiffs' scheme. This Court will not permit this potential injustice.

EUL's motion for reconsideration also identifies several facts which this Court may have overlooked. In the Prior M&O, the Court noted that the NJ Plaintiffs had filed several motions for sanctions against the Global Defendants, including a motion which sought the entry of a default judgment against them. Although the Prior M&O stated that the motion was still pending, *Global Auto*, 2015 WL 5793383, at \*3, that motion was actually decided on September 21, 2015—eight days before the Prior M&O was issued. Judge Hillman, who presides over the *Akishev* case, granted the motion for a default judgment and awarded the NJ Plaintiffs \$2,228,069.29 In the wake of Judge Hillman's decision, the NJ Plaintiffs and the Global Defendants entered into an "Assignment of Claims," which purports to assign to the NJ Plaintiffs the Global Defendants' interests in their claims and cross-claims against the EUL and the EUL Defendants. Defendants' Memo, Ex. 3

The facts do not alter the Court's conclusion that the Plaintiffs' claims in *Global Auto* should be dismissed without prejudice. In the Prior M&O, the Court explained its rationale as follows.

To the extent that Plaintiff's claims against the EUL Defendants are meritorious, Plaintiffs' creditors may wish to pursue those claims in the event they obtain judgment against Plaintiffs. For that reason, counsel for some of the NJ Plaintiffs have urged the Court to dismiss Plaintiffs' claims against the EUL Defendants without prejudice. Since dismissal with prejudice might impede the NJ Plaintiffs' ability to recover on a judgment against Plaintiffs, the Court will dismiss Plaintiffs' claims in this action without prejudice.

Global Auto, 2015 WL 5793383, at \*6 The facts that the NJ Plaintiffs have now recovered a substantial judgment against the Global Defendants and have entered into an agreement which purports to assign the Plaintiffs' claims against the EUL Defendants to the NJ Plaintiffs only lends support to the Court's rationale.

Defendants argue that the Plaintiffs' claims in *Global Auto* are non-assignable as a matter of public policy under New Jersey law, that the assignment violates a preliminary injunction entered by Judge Hillman which prevented the Global Defendants from alienating their assets, and is unnecessary because the NJ Plaintiffs have "numerous other methods of enforcing their judgment" against the Global Defendants Defendants' Memo at 9 None of these arguments are persuasive. First, even assuming that New Jersey law prohibits the assignment of claims, the NJ Plaintiffs, as judgment creditors of the Global Defendants, could attempt to levy upon any recovery that the Global Defendants obtain as a result of their litigation against the EUL Defendants. Second, Judge Hillman's injunction was entered at the request of the NJ Plaintiffs, who sought to prevent the Global Defendants from dissipating their assets. That injunction was not intended to prevent the NJ Plaintiffs from recovering upon their judgment against the Global Defendants, but rather to ensure that the Global Defendants still had assets which the NJ Plaintiffs could recover

Third, while the NJ Plaintiffs unquestionably have "other methods of enforcing their judgment" against the Global Defendants, Defendants' Memo at 9, there is nothing to suggest that the funds recovered using those methods will satisfy the \$2,228,069.28 award. First, that award does not reflect actual damages, but includes substantial punitive damages awarded under the treble damages provisions of the RICO statute and federal odometer laws. There is nothing to suggest that the Global Defendants' scheme netted over \$2.2 million. Even if it did, the Global Defendants have a history of secreting their assets. Indeed, on June 18, 2015, Judge Hillman enjoined the Global Defendants from withdrawing money from any bank accounts based on the NJ Plaintiffs' representation that the Global Defendants were diverting funds to a Finnish bank in order to avoid complying with a Consent Order requiring the Global Defendants

to deposit funds into the court's registry. Judge Hillman later accused Mr. Kapustin of perjuring himself and perpetrating a fraud on the court, stating that he had "never seen someone so willing to lie and cheat and steal" as Kapustin. Transcript of Aug. 31, 2015, Proof Hearing, p. 91. In light of this history, the assertion that the NJ Plaintiffs will be able to execute on enough assets to satisfy the multi-million dollar judgment without pursuing the assigned claims is highly speculative.

### The First-Filed Rule

EUL also moves for reconsideration of the denial of its motion to enjoin the Plaintiffs from pursuing their cross-claims against the EUL Defendants in *Akishev* EUL does not address the question of whether the first-filed rule, on which their argument relies, even applies in light of the fact that Plaintiffs' claims against EUL in *Global Auto* have been dismissed without prejudice. Rather, EUL's motion focuses entirely on the balance of convenience analysis, noting that the Court incorrectly placed the burden of proof on EUL and that the analysis was factually inaccurate

Even assuming that EUL's arguments are correct, engaging in the balance of convenience analysis now would be to answer a purely hypothetical question. The "first-filed rule" applies "[w]hen two actions involving the same parties and issues are pending concurrently "Reliance Ins Co v Six Star, Inc., 155 F Supp 2d 49, 54 (S.D.N Y 2001). The rule "seeks to advance judicial economy, protect a plaintiff's choice of forum and avoid duplicative litigation," as well as "the considerable expense and potential for inconsistent judgments that duplicate litigation entails." *Id.* (internal citations omitted)

The very timing of EUL's motion for injunctive relief makes it clear that EUL is not seeking to vindicate these purposes. The Global Defendants' cross-claims against the EUL

Defendants in *Akishev* were filed on October 7, 2014 Yet, EUL did not move for injunctive relief pursuant to the first-filed rule until July 31, 2015—almost 10 months later By that time, EUL had moved to dismiss Plaintiffs claims in *Global Auto* for failure to prosecute and had learned that Kapustin had located "an attorney—who showed interest" in representing the Global Defendants in *Akishev*, but had "funds to hire representation for [the] New Jersey case only" Letter to Hon. Sandra L. Townes from Sergey Kapustin, dated July 16, 2015, p. 1

It is readily apparent from the timing of EUL's motion for injunctive relief that EUL is attempting to use the first-filed rule to prevent adjudication of the ments of the Plaintiffs' claims or cross-claims against EUL and the EUL Defendants. The Second Circuit has repeatedly expressed a "clear preference" for cases to be adjudicated on the ments." See, e.g., Pecarsky v Galaxiworld.com Ltd., 249 F 3d 167, 174 (2d Cir 2001) (citing Cody v Mello, 59 F.3d 13, 15 (2d Cir 1995)) Since the Plaintiffs' claims in Global Auto have been dismissed and since Kapustin lacks funds to attempt to resurrect those claims, it is clear that adjudication on the ments will not occur if Plaintiffs are enjoined from pursuing their cross-claims in Akishev It is also clear that the question of whether this forum would be more convenient than the District of New Jersey is now an entirely hypothetical inquiry, in which this Court need not engage. See E.I. Dupont de Nemours & Co v Invista B V, 473 F 3d 44, 46 (2d Cir 2006) ("The federal judicial power extends only to actual cases and controversies, federal courts are without jurisdiction to decide abstract or hypothetical questions")

To the extent that EUL is arguing that Plaintiffs and Kapustin engaged in "forum shopping" by purposely refusing to retain counsel in this action, the Court notes that Plaintiffs and Kapustin have no reason to prefer the New Jersey forum. The New Jersey litigation has not gone at all well for the Global Defendants in general, or for Kapustin in particular On October

29, 2014, after several contempt hearings, Judge Hillman, made a preliminary finding that the Global Defendants committed at least two predicate acts of mail and wire fraud in the furtherance of a RICO enterprise through a pattern of racketeering activity conducted operating their websites (NJ Docket No 110) In addition, as noted above, Judge Hillman has not only accused Mr Kapustin of perjuring himself and perpetrating a fraud on the court, but has also stated that he has "never seen someone so willing to lie and cheat and steal" as Kapustin.

Transcript of Aug. 31, 2015, Proof Hearing, p 91 There is no reason to believe that Plaintiffs and Kapustin would prefer to continue litigating before Judge Hillman.

#### **CONCLUSION**

For the reasons set forth above, EUL's motion for reconsideration is denied.

SO ORDERED.

/s/ Sandra L. Townes

SANDRA L. TOWNES

United States District Judge

Dated November 13, 2015 Brooklyn, New York